

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHATTEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

309

STATE OF MARYLAND
HALL OF RECORDS

MORRIS L. RADOFF
ARCHIVIST

ANNAPOLIS

I hereby certify that the Land Records microfilmed herein, contained on this roll of film, are the actual records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Land Office microfilmed copies of the Land Records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission.

Joseph E. Boden
Clerk of Circuit Court

For Stearns County

Date December 10, 1952.

FILED AND RECORDED DECEMBER 2nd 19th at 9:40 A.M.

PURCHASE MONEY

This Mortgage, Made this 24th day of August
in the year Nineteen Hundred and Fiftyth FOUR, by and between
Clara Elizabeth Hutton

of Allegany County, in the State of Maryland
party of the first part, and
Harry H. Leasure and Rachel I. Leasure, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the Party of the First Part is justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of Nine Hundred (\$900.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum; and the said principal sum and interest shall be repaid in equal monthly installments of Twenty-five (\$25.00) Dollars each, out of which said monthly payments first shall be computed and deducted the interest on the unpaid principal balance and the balance of said payment to be applied to the reduction of said principal sum, the first of which monthly installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until fully paid; with the right reserved unto the Party of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clara Elizabeth Hutton

does give, grant, bargain and sell, convey, release and confirm unto the said Harry H. Leasure and Rachel I. Leasure, his wife, their

heirs and assigns, the following property, to-wit:

ALL that part of that lot or parcel of land in the Village of Glispintown, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING at a stake at the end of 259.7 feet on a line drawn parallel with the edge of the pavement of the Baltimore Pike, North 71 degrees 15 minutes West from an iron pin in the place of a stone, the beginning of the original lot; thence with said Pike, North 71 degrees 15 minutes West 94.0 feet to a point at the junction with the County Road; thence with the road, North 47 degrees 15 minutes East 174.1 feet to a point in the road at the end of the third line of lot sold to Gibson, and with the fourth line of said lot, South 14 degrees 25 minutes West 153.0 feet to the beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clara Elizabeth Hutton, her

heirs, executors, administrators or assigns, do and shall pay to the said
Harry M. Leasure and Rachel I. Leasure, his wife, their

executors, administrators or assigns, the aforesaid sum of

Nine Hundred (\$900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Ciara Elizabeth Hutton

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Clara Elizabeth Hutton

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said

Harry R. Leasure and Machel L. Leasure, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Garrettsville, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Clara Elizabeth Hutton, her _____ heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, her _____ representatives, heirs or assigns.

And the said Clara Elizabeth Hutton

_____ further covenants to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagees or their
assigns, the improvements on the hereby mortgaged land to the amount of at least

Nine hundred (\$900.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to insure to the benefit of the mortgagees, their heirs or assigns, to the extent
of ~~XXXXXXXXXXXX~~ their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor:

Attest:

Eleanor Rice

Clara Elizabeth Hutton (SEAL)
Clara Elizabeth Hutton

[SEAL]

by deed dated October 23, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber 205, folio 629.

Subject, however, to the terms and conditions of a certain deed of easement from Edward A. Cosgrove, et al., to the Mayor and City Council of Cumberland, Maryland, dated August 31, 1948, and recorded in Liber No. 224, folio 216, one of the Land Records of Allegany County.

TOGETHER with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said party of the second part, its successors and assigns, in fee simple forever.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators, or assigns, do and shall pay to the said The Liberty Trust Company of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Sixty-two Hundred and Fifty Dollars (\$6250.00), together with the interest thereon when and as the same becomes due and payable, according to the tenor of the promissory note aforesaid, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured; all which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company of Cumberland, Maryland, its successors and assigns, or George R. Hughes, its, his, or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following,

to wit: By giving at least twenty (20) days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale and all premiums of insurance paid by the mortgagee including taxes, and a commission of eight (8%) per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Sixty-two Hundred and Fifty Dollars (\$6250.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hands and seals of said mortgagors.

WITNESS:

Thomas L. Keech

Edward A. Cosgrove (SEAL)
EDWARD A. COSGROVE

Katherine C. Cosgrove (SEAL)
KATHERINE C. COSGROVE

STATE OF MARYLAND,
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Edward A. Cosgrove and Katherine C. Cosgrove, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared CHARLES A. PIPER, President of The Liberty Trust Company of Cumberland, Maryland, surviving Substituted Trustee of the Estate of William P. Bradley, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



George A. Siebert
NOTARY PUBLIC

William L. Nelson, Notary Public
Dec 12 1954

FILED AND RECORDED DECEMBER 9th 1954 at 9:40 A.M.

BILL OF SALE

In consideration of the sum of \$2,000.00 paid to the undersigned by Betty J. Owens and Florence W. Weires, both of Allegany County, Maryland, I do hereby bargain and sell unto the said Betty J. Owens and Florence W. Weires, the following property, located at No. 328 328 Virginia Avenue, Cumberland, Maryland, and listed as follows:-



1 Coca Cola cooler, 1 electric broiler, 2 glass cases, 1 complete steam table, 4 burner grill, electric stove, pie case, 2 doughnut jars, 4 sugar bowls, cream pitchers, 5 salt and pepper shakers, 15 creamers, 3 sugar dispensers, 24 soup bowls, 40 small bowls, 16 pie plates, 25 meat plates, 21 dinner plates, 1 steam hood, a 10 foot counter and 5 stools, 8 glasses, 22 coffee cups, 1 radio, 3 double booths, 2 tables, 4 chairs, 1 water dispenser, 2 French friers, 5 mixing bowls, 1 roast pan, 3 aluminum trays, 5 skillets, 15 pots, 2 strainers, 1 gas range, 1 refrigerator, 2 tables, 15 pie pans, 15 lids, 1 chair, 3 spatulas, 4 open spoons, 4 forks, 3 knives, 2 meat plates, and other contents in kitchen, 7 soup spoons, 1 gas heater, another refrigerator, 2 electric fans, 4 florescent lights, 1 electric clock, 1 water heater, 1 neon sign, Christmas display, large lot of stock and merchandise.

Witness my hand and seal this 8th day of December, 1954.

Jesse E. Mellott
JESSE E. MELLOTT

(SEAL)

Witness:

William L. Wilson

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 8th day of December, 1954, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Jesse E. Mellott, who did make oath in due form of law that the foregoing Bill of Sale is his act and deed; and at the same time, before me, also appeared Betty J. Owens and Florence W. Weires, who did make oath in due form of law that the consideration named in the foregoing Bill of Sale is true and bonafied.

Witness my hand and Notarial Seal.



William L. Wilson
Notary Public

Wetzel City
Dec 13 1954

LIBER 309 PAGE 84

FILED AND RECORDED DECEMBER 9th 1954 at 3:30 P.M.

This Mortgage, Made this 9th day of December
in the year Nineteen Hundred and Fifty-Four, by and between

AUDLEY B. STAHLMAN and MILDRED G. STAHLMAN, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Six Thousand, Five Hundred and no/100 (\$6,500.00) this day loaned the parties of the first part by the party of the second part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part, in payments of not less than Seventy Dollars (\$70.00) per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

heirs and assigns, the following property, to-wit:

ALL those three lots, pieces and parcels of ground lying in the Village of Ellerslie, Allegany County, Maryland, known and designated as Lots Nos. 16, 17 and 18 in Cook's Third Addition to Ellerslie, said lots being more particularly described as follows, to wit:

LOT NO. 16. BEGINNING for said Lot No. 16 on the South side of Bottom Street at the end of the first line of Lot No. 15, and running thence with said Street North 76 degrees 28 minutes West 50 feet; then South 13 degrees 32 minutes West 120 feet to Third Alley, and with it South 76 degrees 28 minutes East 50 feet to the end of the second line of Lot No. 15, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning.

LOT NO. 17: BEGINNING for said Lot No. 17 on the South side of Bottom Street at the end of the first line of Lot No. 16, and running thence with said Street, North 76 degrees 28 minutes West 50 feet; then South 13 degrees 32 minutes West 120 feet to Third Alley, and with it South 76 degrees 28 minutes East 50 feet to the end of the second line of Lot No. 16, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning.

LOT NO. 18: BEGINNING for said Lot No. 18 on the South side of Bottom Street and the end of the first line of Lot No. 17, and running thence with said street North 76 degrees 28 minutes West 37 1/2 feet to Railroad Street, and with it South 24 degrees 43 minutes West 122-3/10 feet to Third Alley, and with it South 76 degrees 28 minutes East 61 feet to the end of the second line of Lot No. 17, and reversing it North 13 degrees 32 minutes East 120 feet to the beginning; said Lots Nos. 16, 17 and 18 being part of the same pieces and parcels of land which were conveyed unto Glenn C. Baker by John S. Devore and Lillie C. Devore, his wife, both of Ellerslie, Allegany County, Maryland, by deed dated the 16th day of April, 1920, and recorded in Liber No. 135, folio 323, one of the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to the parties of the first part by Virgil A. Lowery and Elizabeth Baker Lowery, his wife, by deed dated August 24, 1953, and recorded among the Land Records of Allegany County in Liber No. 252, folio 448, and of which a two-thirds interest was inherited by Mildred G. Stahlman as the only child and descendant of Glenn C. Baker.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

~~executors, administrators~~ or assigns, the aforesaid sum of

Six Thousand, Five Hundred and no/100 (\$6,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~hereby covenant~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand, Five Hundred and no/100 (\$6,500.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]
[Signature]

Audley B. Stahlman [SEAL]
Audley B. Stahlman
Mildred G. Stahlman [SEAL]
Mildred G. Stahlman [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of December in the year nineteen Hundred and Fifty - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared AUDLEY B. STAHLMAN and MILDRED G. STAHLMAN, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared John M. Mosner, Vice President of the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public



Mty. City

Jan 11 1955

FILED AND RECORDED DECEMBER 10th 1954 at 10:30 A.M.

This Mortgage. Made this 9th day of December, in the year nineteen hundred and Fifty Four, by and between
Melvin M. Sack and Alice A. Sack, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Four Thousand Nine Hundred (\$4,900.00) Dollars,
for which they have given their promissory note of even date herewith, payable on
or before six years after date with interest at the rate of 5% per annum, in monthly
payments on the principal and interest of not less than Seventy-Five (\$75.00) Dollars
each month, interest to be calculated each month on the principal due at the be-
ginning of said month, and the monthly payments to be applied first to interest and
then to reduction of principal, interest for the following month to be calculated
on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel
of ground situated on the Westerly side of North Mechanic Street, in the City of
Cumberland, Allegany County, State of Maryland, improved by a three story brick
building known as Nos. 104, 106 and 108 North Mechanic Street, and described as
follows:

Beginning at the intersection of the North side of a private alley with
the West side of North Mechanic Street at the Southeast corner of the three story
brick building now occupied by The Societa Italiana Di Mutuo, Inc., Cristoforo Colombo
de Cumberland, Maryland, and running with West side of North Mechanic Street, South
16 degrees 25 minutes East 32.33 feet to the corner of a brick house heretofore owned
by George Hoblitzell; then with the North wall thereof, and the line of the North
wall extended, South 76 degrees 15 minutes West 115 feet to the middle of Wills Creek;
then up said Creek by a line parallel with said street, North 16 degrees 25 minutes
West 27.7 feet; then North 73 degrees 55 minutes East 115 feet, with the North wall
of the three story brick building on the property hereby conveyed, to the beginning.

Being the same property conveyed by The Liberty Trust Company et al to

the said Melvin M. Sack by deed dated February 3, 1947, and recorded in Liber No. 213, folio 350, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

As here and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of—Four Thousand Nine Hundred (\$4,900.00)—dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least—Four Thousand Nine Hundred (\$4,900.00)—dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties

thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Melvin M. Sack (SEAL)
 Alice A. Sack (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 9th day of December, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Melvin M. Sack and Alice A. Sack, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Dudley
 Notary Public

FILED AND RECORDED DECEMBER 10th 1954 at 1:10 P.M.

This Mortgage, Made this 9th day of DECEMBER in the year Nineteen Hundred and fifty four by and between

Steve W. Jordan and Virginia E. Jordan, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:



Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand One Hundred Twenty & 00/100 - - (\$4120.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-four & 70/100 - - - (\$44.70) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being in Dilfer Farms Addition to the City of Cumberland, Maryland, and being known as Lot No. 142 as shown on the plat of said addition, recorded in Plat Box No. 166 in the Office of the Clerk of the Court for Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Ashbrook Avenue distant North 54 degrees 13 minutes West 150 feet from the intersection of the northerly side of Ashbrook Avenue with the westerly side of Holland Street, and running then with the northerly side of Ashbrook Avenue North 54 degrees 13 minutes West 50 feet, then North 35 degrees 47 minutes East 150 feet, then South 54 degrees 13 minutes East 50 feet, then South 35 degrees 47 minutes West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John E. Powers, dated August 26, 1949, recorded in Liber No. 226, folio 203 Land Records of Allegany County, Maryland.

The above property, subject, however, to the covenants, conditions and restrictions contained in the deed above referred to.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

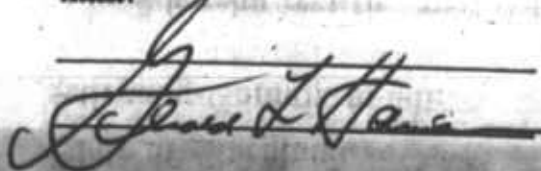
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand One Hundred Twenty & 00/100 -- -- -- -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:



 [SEAL]
Steve W. Jordan
Virginia E. Jordan [SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 9TH day of DECEMBER
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Steve W. Jordan and Virginia E. Jordan, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

FILED AND RECORDED DECEMBER 10th 1954 at 1:20 P.M.

purchase money

This Mortgage. Made this 8TH day of DECEMBER in the
 year Nineteen Hundred and fifty-four by and between
John S. Wilson and Jane E. Wilson, his wife,

 of Allegany County, in the State of Maryland, part~~ies~~ of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fourteen Thousand & 00/100 - - - (\$14,000.00) - - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Ninety-two & 40/100 - - - (\$92.40) - - - - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that parcel of ground, lying and being on the Braddock Road in Allegany County, Maryland, about 5½ miles West of the City of Cumberland, Maryland, known as Lot No. 5 of the First Addition laid off by The Market Building, Inc., in the property known as Braddock Estates, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of the Braddock Road lying South 77 degrees 16 minutes East 400 feet from the end of the second line of the parcel of ground conveyed to J. B. Frase et ux, by deed of Mary Jane Keeth et al, dated September 6, 1950, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 232, folio 623, and running then with the southerly side of the said Braddock Road, it being 33 feet from the center line thereof, South 77 degrees 16 minutes East 100 feet to Lot No. 6, then with said Lot No. 6, South 12 degrees 44 minutes West 172.3 feet to the right of way of the Potomac Edison Company, and with it North 77 degrees 10 minutes West 100 feet to Lot No. 4, then with said Lot No. 4, North 12 degrees 44 minutes East 172.14 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Wallace H. McGill and Cleo C. McGill, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand & 00/100 - - - (\$14,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest

date
June 6,
Wilson

[Signature]
[Signature]

John S. Wilson [SEAL]
John S. Wilson
Daniel L. Wilson [SEAL]
Jane E. Wilson [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10TH day of DECEMBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
John S. Wilson, one

the said mortgagors herein and he acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

STATE OF OHIO
to-wit:
COUNTY OF STARK:

I HEREBY CERTIFY, that on this 8 day of December, 1954, before
me, the subscriber, a Notary Public of the State of Ohio, in and for said
County, personally appeared Jane E. Wilson, one of the said mortgagors herein
and she acknowledged the foregoing mortgage to be her act and deed.



WITNESS my hand and Notarial Seal the day and year aforesaid.

X Jean Madison
Notary Public

FILED AND RECORDED DECEMBER 10th 1954 at 3:35 P.M.

This Mortgage, Made this 10th day of

December in the year nineteen hundred and fifty-four, by and between

Joseph M. Monnett and Evelyn L. Monnett, his wife,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,

Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Joseph M. Monnett and Evelyn L. Monnett, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Four Thousand and Fifty (\$4,050.00) ----- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on DECEMBER 31, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Joseph M. Monnett and Evelyn L. Monnett, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that Southerly portion of Lot No. 8 in Amelle Acres Addition, in Election District No. 7, in Allegany County, in the State of Maryland, described as follows:

BEGINNING for the same at a point along the Westerly side of Harold Drive, it being the beginning of Lot No. 8 in said Addition, and running thence with part of the first line thereof, it being also along and with the Westerly side of Harold Drive, North 11 degrees 50 minutes West 45 feet; thence crossing the whole Lot at right angles to Harold Drive, South 78 degrees 10 minutes West 193 feet to a point on the third line of the whole Lot No. 8; and with part of said third line, South 16 degrees 30 minutes East 45.3 feet to the end of said third line; thence with the fourth line of said whole Lot No. 8, North 78 degrees 10 minutes East 187 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagees by Carl Gustafson and wife by deed dated April 17, 1953, and recorded in Liber 249, folio 170, one of the Land Records of Allegany County.

This obligation is further secured by a Chattel Mortgage for the amount of Twenty-five Hundred Dollars (\$2500.00) and signed by the said Obligors. The said Obligors have also pledged as additional security for this indebtedness six life insurance policies, with a total face value of approximately Twenty-seven Hundred and Fifty-five Dollars (\$2755.00), four of said policies being on the life of Mr. Joseph M. Monnett and two of said policies being on the life of Mrs. Evelyn L. Monnett. It being understood, however, that the total obligation secured by this mortgage, the Chattel Mortgage and the six life insurance policies is Four Thousand and Fifty Dollars (\$4,050.00), together with the interest thereon at the rate aforesaid.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Four Thousand and Fifty ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,

and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Four Thousand and Fifty (\$4,050.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keach

Joseph M. Monnett (SEAL)
JOSEPH M. MONNETT

Evelyn L. Monnett (SEAL)
EVELYN L. MONNETT

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of December in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Joseph M. Monnett and Evelyn L. Monnett, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said company, and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



George A. J. [illegible]
Notary Public

BOOK 309 PAGE 98

FILED AND RECORDED DECEMBER 10th 1954 at 10:30 A.M.

This Mortgage. Made this 9th day of
December, in the year nineteen hundred and Fifty Four, by and between
John R. Cook, widower,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.
Witnesseth:

Whereas, the said Mortgagor is justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Three Thousand Five Hundred (\$3,500.00) Dollars,
for which he has given his promissory note of even date herewith, payable on or
before five years after date with interest at the rate of 6% per annum in monthly
payments on the principal and interest of not less than Forty (\$40.00) Dollars,
each monthly payment to be applied first to interest and then to reduction of
principal, interest for the following month to be calculated on the principal as
so reduced.

And the party of the first part covenants and agrees to pay monthly to
the said party of the second part, in addition to the said payments above set forth
a sum equal to the premiums that will next become due and payable on policies of
fire or other hazard insurance covering the mortgaged property, plus taxes and
assessments next due on the mortgage property (as estimated by the party of the
second part) less all sums already paid therefor divided by the number of months
to elapse before one month prior to the date when such premiums, taxes and assess-
ments will become delinquent, such sums to be held in trust by the party of the
second part for the payment of such premiums, taxes or assessments.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now Therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagor does bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot, piece or
parcel of land lying and being in Allegany County, Maryland, in the Southernly side
of the National Turnpike Road about two miles Westwardly from the Harrows Park and
described as follows:

Beginning for the same at an iron bar on the Southerly side of National Turnpike Road at the intersection of the Southerly side of said road with the Easterly side of a twenty feet roadway, said iron bar being also at the Northwesterly corner of Lot No. 7 of a series of lots along the Southerly side of said National Turnpike Road as laid out by Webster B. Long, and running thence with the Southerly side of said road, North 40 degrees 4 minutes East 68 feet to a stake at the end of the first line of a deed from Mary Meisel and husband to George Brotemarkle, dated August 1, 1919, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 130, folio 371; and running thence with the second line of said deed, South 46 degrees 36 minutes East 158.8 feet; then South 41 degrees 33 minutes West 68.3 feet to a stake at the Southeasterly corner of the aforesaid twenty feet roadway; then with the Easterly side of said roadway, North 46 degrees 36 minutes West 160.8 feet to the beginning. Being all of Lot No. 7 and the Westerly 20 feet of Lot No. 6 of the aforesaid lots as laid out by Webster B. Long on the Southerly side of the National Turnpike Road.

Being the same property conveyed by Eileen M. Stump, Trustee, to the said John R. Cook, widower, by deed dated June 13, 1945, and recorded in Liber No. 204, folio 211, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

~~It is~~ **It is** ~~hereby~~ **to hold** the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

~~Provided~~, that if the said Mortgagor, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Three Thousand Five Hundred (\$3,500.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

~~And it is agreed~~, that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagor hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her

or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, its, his, her or their heirs or assigns.

And the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least— - - Three Thousand Five Hundred (\$3,500.00)— - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said Mortgagor

Attest:

William C. Sully

John R. Cook (SEAL)
John R. Cook

1954

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 9th day of December, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

John R. Cook, widower,

and acknowledged the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Sully
Notary Public

FILED AND RECORDED DECEMBER 10th 1954 at 3:35 P.M.**This Mortgage,** Made this10th

day of

December

in the year nineteen hundred and fifty-four

, by and between

Donald M. Emerick and Peggy A. Emerick, his wife,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Donald M. Emerick and Peggy A. Emerick, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-seven Hundred (\$2700.00) ----- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Donald M. Emerick and Peggy A. Emerick, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground known as Lot No. 46 and the adjoining one-half of Lot No. 47 as shown on the plat of Andrew Ramsay's Addition to the Town of Ellerslie, in Allegany County, Maryland, and recorded in Liber No. 131, folio 725, one of the Land Records of Allegany County, and more particularly described as follows, to wit:

BEGINNING for the same at the point of intersection of the North-east side of Short Street and the Southeast side of Stevenson Street and running thence with the Southeast side of Stevenson Street (Magnetic Bearings and distances as of said plat) North 26 degrees and 20 minutes East 75 feet, thence leaving Stevenson Street and at right angles to the said Stevenson Street, South 63 degrees and 40 minutes East 100 feet to the Northwest side of an alley, thence with the Northwest side of the said alley and parallel to Stevenson Street, South 26 degrees and 20 minutes West 75 feet to the point of intersection of the Northwest side of the aforesaid alley with the aforementioned Northeast side of Short Street, thence with the North-east side of Short Street, North 63 degrees and 40 minutes West 100 feet to the beginning.

Being the same property which was conveyed unto the said Mortgagors by Duane Francis Shaffer and wife by deed dated February 15,

1954, and duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-seven Hundred (\$2700.00) --- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-seven Hundred (\$2700.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Donald M. Emerick (SEAL)
Donald M. Emerick

James M. Forley *Peggy A. Emerick* (SEAL)
James M. Forley Peggy A. Emerick

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of December in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared Donald M. Emerick and Peggy A. Emerick, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Dorley
Notary Public

FILED AND RECORDED DECEMBER 13th 1954 at 12:55 P.M.

PURCHASE MONEY

This Mortgage, Made this 9th day of December, 1954,

by and between WILLARD L. WENRICH and MARY L. WENRICH, his wife,

of Allegany County, Maryland, parties of the first part, herein-after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of THREE THOUSAND- - - - - DOLLARS (\$ 3,000.00) being the balance of the purchase money for the property hereinafter described

on his Twenty-three and 10/13th - - - - - (23-10/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Twenty-nine Dollars and twenty-eight Cents- - - - -

----- ~~MODCAXX~~ (\$ 29.28), on or before the 9th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid; and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those certain lots or parcels of ground, known and designated as Lots Nos. Two and Three on the Plat of Buchanan's Addition to Ellerslie, Allegany County, Maryland, which said plat and accompanying description is filed and recorded in Liber T. L. No. 67, folios 542, &c., one of the Land Records of Allegany County, and which said lots are more particularly described as follows, to wit:

LOT NO. TWO: Beginning at the end of the first line of Lot No. 1, in said Addition, and running thence North eighty-three degrees West fifty feet, then North eleven and three-fourths degrees East one hundred and thirty-six feet to the second line of the whole lot as described in Liber T. L. No. 66, folio 600, and with said second line reversed as corrected by variation, South eighty-three degrees East fifty feet to the end of the second line of Lot No. 1, and with it reversed, South eleven and three-fourths degrees West one hundred and thirty-six feet to the beginning.

LOT NO. THREE: Beginning at the end of the first line of Lot No. 2, in said Addition, and running thence North eighty-three degrees West fifty feet; then North eleven and three-fourths degrees East one hundred and thirty-six feet to the second line of the whole lot as described in Liber T. L. No. 66, folio 600, and with said second line reversed as corrected by variation, South eighty-three degrees East fifty feet to the end of the second line of Lot No. 2, and with it reversed, South eleven and three-fourths degrees West one hundred and thirty-six feet to the beginning.

IT being the same property which was conveyed by Lillian Margaret Helfrich et vir et al to Willard L. Wenrich by deed dated , and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said

special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall

be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

Willard L. Wenrich (SEAL)
WILLARD L. WENRICH

Mary L. Wenrich (SEAL)
MARY L. WENRICH

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Willard L. Wenrich and Mary L. Wenrich, his wife,

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna Jean L. Linch
Notary Public

Compared and Matched Documents

To *Mt. Gel Frostburg Ind.*
Jan 11 1955

FILED AND RECORDED DECEMBER 13th 1954 at 12:55 P.M.

PURCHASE MONEY

This Mortgage, Made this 9th day of December
in the year Nineteen Hundred and fifty-four, by and between

JOHN T. WINTERS, JR. and BESSIE MAY WINTERS, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and **FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with**

its principal office in

at Frostburg, Allegany County, in the State of Maryland.

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

SIX HUNDRED - - - - - 00/100 DOLLARS (\$600.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Election District 17 in Allegany County, Maryland, which is more particularly described as follows, to wit;

BEGINNING for the same at a stake standing on the southerly side of what is commonly known as the Montell mine road, which stake stands at the end of a line drawn South 85 degrees 53 minutes East 215 feet from the point of beginning in a deed from The Crichton Company to John T. Winters, Sr. dated August 16, 1948, and recorded in Deeds Liber 224, folio 488 among the Land Records of Allegany County, Maryland, and running thence with said side of said road and with said first line to the end thereof, South 85 degrees 53 minutes East 60 feet to a post; thence with the second line in the aforementioned deed, South 4 degrees 7 minutes West 180 feet to a post; thence with part of the third line of the aforementioned deed, North 85 degrees 53 minutes West 60 feet; thence North 4 degrees 7 minutes East 180 feet to the place of beginning.

IT being the same property which was conveyed by John T. Winters, Sr. et ux to John T. Winters, Jr. et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein conveyed and described.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, ~~executors or administrators~~ or assigns, the aforesaid sum of

SIX HUNDRED - - - - - 00/100 DOLLARS (\$600.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their personal representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least SIX HUNDRED - - - - -00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~or~~ assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS
David R. Willetts
DAVID R. WILLETTS

John T. Winters, Jr. [Seal]
JOHN T. WINTERS, JR.
Bessie May Winters [Seal]
BESSIE MAY WINTERS

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9th day of December
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

John T. Winters, Jr. and Bessie May Winters, his wife,

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.



my hand and Notarial Seal the day and year aforesaid.

Emma L. Simons
EMMA L. SIMONS Notary Public

FILED AND RECEIVED DECEMBER 13th 1954 at 2:20 P.M.**This Mortgage.** Made this 9th day of December

in the year Nineteen Hundred and Fifty Four, by and between

Harry M. Whetsell and Lona M. Whetsell, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,

of Mineral County, in the State of West Virginia,

party of the second part, WITNESSETH:

Whereas, the said Harry M. Whetsell and Lona M. Whetsell, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Three Thousand Dollars (\$3,000.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Three Thousand Dollars (\$3,000.00), with interest thereon at six per cent (6%) per annum, wherein the said Harry M. Whetsell and Lona M. Whetsell, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable in equal monthly installments of Eighty Dollars (\$80.00) per month until principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harry M. Whetsell and Lona M.

Whetsell, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

All that certain tract or parcel of land lying in the town of McCoole, Allegany County, Maryland, and described by metes and bounds as follows, to-wit:

BEGINNING at a stake in the north boundary line of Queen Street, or the road leading from McCoole to westernport, located S. 65° 40' E. 40.19 feet from an iron stake by a post which is the corner to a tract of land owned by Robert Smith and the original

of this land, and running thence making division lines N. 19° 06' E. (M. B. Continued Vernier Readings) 199.2 feet to another iron stake, located S. 66° 34' E. 40.12 feet from another of said stakes in an original line; thence along the south side of an alley S. 66° 34' E. 171 feet to another stake; thence S. 33° 38' W. 202.8 feet to a stake in the said boundary line of Queen Street; thence with same N. 66° 06' W. 120 feet to the place of the BEGINNING, containing 0.76 of one acre, more or less, and being a portion of the same real estate that was conveyed unto the said parties of the first part as Tenants by the Entireties, by deed bearing date of January 15, 1947, by Lewis A. Dayton and Mary E. Dayton, his wife, and recorded among the Land Records of Allegany County, Maryland, in Liber R. J. No. 215, Folio 489, to which reference is hereby made for a more particular description of the property hereby conveyed, excepting and reserving herefrom, however, all of that certain lot or parcel of ground containing 0.12 acres which was conveyed by the Grantors herein to Lance G. Saunders et ux. by Deed dated July 28, 1952, and of record as aforesaid in Deed Book Liber R. J. No. 243, Folio 71.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Harry M. Whetsell and Lana M. Whetsell,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Farmers and Merchants Bank of Keyser, W. Va., a corporation, its
executor, administrator or assigns, the aforesaid sum of Three Thousand Dollars
(\$3,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Harry M. Whetsell and Lana M. Whetsell, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Harry M. Whetsell and Lana M. Whetsell,
his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and
Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon
~~his heirs or their duly constituted attorney or agent,~~ are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Harry M. Whetsell and Lena M. Whetsell, his wife, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. representatives, heirs or assigns.

And the said Harry M. Whetsell and Lena M. Whetsell, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand (\$3,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagee, its heirs or assigns, to the extent

of its their lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

N. E. Clary
N. E. Clary

Harry M. Whetsell [SEAL]
Harry M. Whetsell
Lena M. Whetsell [SEAL]
Lena M. Whetsell

WEST VIRGINIA
State of ~~Maryland~~
Allegany County, to-wit:

I hereby certify, That on this 13 day of December in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ West Virginia, in and for said County, personally appeared

Harry M. Whetsell and Lena M. Whetsell, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier for the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires
Dec. 9, 1963

Thurman B. Kenney
Notary Public.

Keyser, W. Va. August 15, 1955
For value received, the Farmers and Merchants Bank of Keyser, West Virginia, hereby releases the within and foregoing mortgage. Witness the signature of J. Paul Blundon, President of the Farmers and Merchants Bank of Keyser, West Virginia, and its corporate seal hereto affixed, all duly attested by F. C. Boor, its Cashier, on the day and year above written.
F. C. Boor, Cashier
J. Paul Blundon, President
8-16-55 Keyser, W. Va.

Continued on Page 112
Mortgage Frostburg Md
an 11 55

LIBER 309 PAGE 112

FILED AND RECORDED DECEMBER 13th 1954 at 12:55 P.M.

This Mortgage. Made this 9th day of December,
in the year Nineteen Hundred and fifty-four, by and between

- - - - MARVIN RICE and EMMA K. RICE, his wife, - - - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of America,
with its principal office in

Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said
party of the second part, its successors and assigns, in the full sum of

FOUR THOUSAND NINE HUNDRED FIFTY - - - - -00/100 DOLLARS (\$4,950.00)

payable one year after date of these presents, together with interest thereon at
the rate of six per centum (6%) per annum, payable quarterly, as evidenced by
the joint and several promissory note of the parties of the first part payable to the
order of the party of the second part, of even date and tenor herewith, which said
indebtedness, together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its successors
and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Frostburg,
Allegany County, Maryland, and known as part of Lot No. 21 and all of Lot No.
22 in McCulloh's Addition to said Frostburg, which was conveyed by David E.
Gunter, Executor, to Marvin Rice et ux by deed dated July 2, 1935, and recorded
in Deeds Liber 173, folio 11, reference to which deed is hereby specifically
made for a more particular description of the property therein described and
conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors
or assigns, the aforesaid sum of

FOUR THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS (\$4,950.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,
assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and~~, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Nine Hundred Fifty and 00/100 - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness:

David B. Hallett

Marvin L. Rice [Seal]
MARVIN RICE

David B. Hallett

Emma K. Rice [Seal]
EMMA K. RICE

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 9th day of December in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

- - - Marvin Rice and Emma K. Rice, his wife - - -

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg, Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.



Witness my hand and Notarial Seal the day and year aforesaid.

Emma L. Smith
Notary Public

FILED IN THE
Earl's Managerial City

LIBER 309 PAGE 114

FILED AND RECORDED DECEMBER 13th 1954 at 10:55 A.M.

THIS MORTGAGE, Made and Executed this 27th day of November, 1954, by and between The McKendree Methodist Episcopal Church of Cumberland, Allegany County, Maryland, a corporation duly incorporated under the laws of the State of Maryland, of Allegany County, Maryland, Party of the First Part; and Irene M. Valentine of the County of Allegany and State of Maryland, Party of the Second Part, WITNESSETH:

WHEREAS, the Trustees of the Party of the First Part have made application to the Quarterly Conference of the McKendree Methodist Episcopal Church of Cumberland, Maryland, for permission to borrow the sum of Five Thousand (\$5,000.00) Dollars from Irene M. Valentine for the purpose of improving the Church and parsonage of said corporation, and to secure the said Irene M. Valentine by delivering to her a duly executed mortgage from the said McKendree Methodist Episcopal Church of Cumberland, Maryland, to the said Irene M. Valentine, conveying the Church property and the parsonage property, hereafter described, to the said Irene M. Valentine as security for said loan; and

WHEREAS, by an order passed on the 27th day of November, 1954, the Quarterly Conference of the said McKendree Methodist Episcopal Church of Cumberland, Maryland, unanimously approved the foregoing application and duly authorized the said Trustees to borrow said sum of \$5,000.00 from the said Irene M. Valentine and to execute a good and sufficient mortgage conveying the said Church property on North Centre Street, and the parsonage property on Polk Street in the City of Cumberland, Maryland, to the said Irene M. Valentine for the purpose of securing said loan; and

WHEREAS, the said McKendree Methodist Episcopal Church of Cumberland, Maryland, Party of the First Part, has borrowed the said sum of \$5,000.00, as aforesaid, and is now indebted unto the said Irene M. Valentine, Party of the Second Part, for the said amount, as is evidenced by the promissory note for said amount bearing even date herewith and payable to the order of said Irene M. Valentine, one year from date, with interest thereon from date at six per cent (6%) per annum, payable monthly; and

WHEREAS, the Party of the First Part is justly and bona fide indebted unto the Party of the Second Part in the full and just sum of \$5,000.00, and which said sum shall bear interest at the rate of 6% per annum, and which said principal sum and interest shall be repaid in equal monthly installments of \$75.00 each, the first of which said installments shall become due and payable one month from the date hereof and monthly thereafter on the same day of each succeeding month until the said principal sum and interest or any balance thereof shall have been fully paid; and out of said monthly payment first shall be computed and deducted the interest upon said principal sum or any balance thereof, and the balance shall be applied to the reduction of said principal sum; with the right reserved unto the Party of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in-hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said McKendree Methodist Episcopal Church of Cumberland, Maryland, does give, grant, bargain and sell, convey, release and confirm unto the said Irene M. Valentine, her heirs and assigns, the following property, to-wit:

PARCEL NO. ONE: ALL that lot, piece, or parcel of ground situate, lying, and being on the easterly side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for said lot of ground at a point on the easterly

LAW OFFICES
EARL EDMUND MANGES
CUMBERLAND, MARYLAND

side of North Centre Street at the division line between Lots Nos. 19 and 20 as shown on the plat of Gepharts Addition to the City of Cumberland, recorded in Liber A. K., folio 523, one of the Land Records of Allegany County, Maryland; said point of beginning being distant 2 feet measured in a northerly direction along the easterly side of said North Centre Street from the northwest corner of the brick church building located upon the lot hereby described; and running thence with the easterly side of said North Centre Street, South 25 degrees 25 minutes East 44.35 feet to the beginning of the parcel of ground heretofore conveyed by Joseph Tapir, et al, trustees of the Methodist Episcopal Church of the Washington Conference to J. Jones Wilson, dated July 12, 1932, and recorded in Liber No. 59, folio 38, one of the aforesaid Land Records; and running thence with the first line thereof as recorded and the same extended North 47 degrees 50 minutes East 40.5 feet to the northeast corner of the frame dwelling located on the lot adjoining on the southerly side of the lot described; thence North 45 degrees East 205 feet to the corner of fences not enclosing the lot hereby described; thence with said fences, North 47 degrees 25 minutes East 112 feet to the aforesaid division line between said Lots 19 and 20; thence with said line, South 25 degrees 25 minutes East 2 feet to the place of beginning.

The aforesaid PROPERTY is a part of Lot No. 1 of Gepharts Addition to Cumberland, which was conveyed by deed dated the 1st day of January, 1905, and recorded in Liber No. 2, folio 1, one of the Land Records; and likewise being the same property which was conveyed to the Party of the First part by the Methodist Episcopal Church of Cumberland, a corporation, by a confirmatory deed dated the 15th day of October, 1926, and recorded among said Land Records in Liber No. 154, folio 145; and also, all of that lot conveyed by J. Jones Wilson, et al, to Joseph Tapir, et al, trustees of the Methodist Episcopal Church of the Washington Conference in the City of Cumberland, known as McKendree Chapel, dated the 12th day of July, 1932, and recorded in Liber No. 59, folio 38, of said Land Records.

PARCEL NO. TWO: All that piece or parcel of ground situated on Polk Street, in the City of Cumberland, Allegany County, and State of Maryland, and known as Lot No. 6 as laid off by George Bloomer and described as follows, to-wit:

beginning for said piece or parcel of ground at a stake standing on the north side of Polk Street and at the southeast corner of the lot formerly owned by Jesse Adams; and running thence North 67.75 degrees West 100 feet; thence with said lot 30 feet to the alley connecting Polk and Hanover Streets; thence with said alley and parallel to said first line, 117 feet to Polk Street; thence with Polk Street, 30 feet to the place of beginning.

The AFORESAID PROPERTY is the same property of land which was conveyed to the McKendree Methodist Episcopal Church of Cumberland, Maryland, by deed dated the 3th day of June, 1893, and recorded among the Land Records of Allegany County, in Liber No. 82, folio 438; and which was further conveyed unto them by confirmatory deed dated the 19th day of July, 1926, by The Real Estate and Building Company of Cumberland, Maryland, and which said deed is of record among the Land Records of Allegany County, Maryland, in Liber No. 153, folio 417.

A specific reference to the aforesaid deeds is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said McKendree Methodist Episcopal Church of Cumberland, Maryland, its successors and assigns, do and shall pay to the said Irene M. Valentine, her executors, administrators, or assigns, the aforesaid sum of \$5,000.00, together with the interest thereon, as and when the same shall

become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said The McKendree Methodist Episcopal Church of Cumberland, Maryland, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said McKendree Methodist Episcopal Church of Cumberland, Maryland, hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said McKendree Methodist Episcopal Church of Cumberland, Maryland, its successors and assigns, or Earl E. Manges, its duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner, and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Irene M. Valentine, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors and assigns.

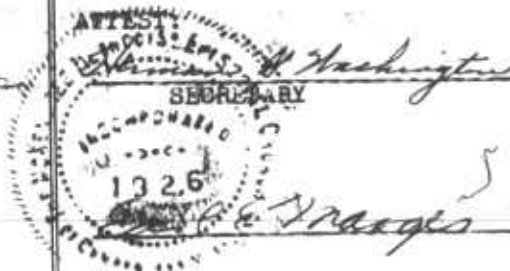
AND the said McKendree Methodist Episcopal Church of Cumberland, Maryland, further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part

LAW OFFICES
EARL EDMUND MANGES
CUMBERLAND, MARYLAND

of the mortgage debt.

LAW OFFICES
EARL EDMUND MANGES

WITNESS, the corporate name of the Party of the First Part hereto executed by its president and its corporate seal duly attached by its secretary and attested by its secretary and the Pastor of the Local Church and the District Superintendent duly subscribed respectively for the purpose of giving the necessary written consent as required by the Discipline of The Methodist Church, all done on the day and year first hereinbefore written:



THE MCKENDREE METHODIST EPISCOPAL CHURCH OF CUMBERLAND, MARYLAND, A RELIGIOUS CORPORATION

By John E. Trimble
CHAIRMAN - PRESIDENT

Rev. Geo. T. C. Bell (SEAL)
GEORGE T. C. BELL
PASTOR

Earl E. Manges (SEAL)
JOHN H. WOOD
DISTRICT SUPERINTENDENT

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 29th day of November, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John E. Trimble, president of McKendree Methodist Episcopal Church of Cumberland, Maryland, and did acknowledge the foregoing mortgage to be the act and deed of the said corporation, and further made oath in due form of law that he is the agent of said corporation and duly authorized to make this affidavit; and also personally appeared Rev. George T. C. Bell, Pastor of said McKendree Methodist Episcopal Church of Cumberland, Maryland, and acknowledged that he did give his written consent to the above mortgage; and also personally appeared Rev. John H. Wood, District Superintendent of the Charleston District of the Washington Conference of the Methodist Church and acknowledged that he did give his written consent to the above mortgage; and at the same time before me also personally appeared Irene M. Valentine, the within-named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS, my hand and Notarial Seal the day and year first hereinbefore written:



Earl Edmund Manges
Notary Public

FILED AND RECORDED DECEMBER 13th 1954 at 12:10 P.M.

This Mortgage, PURCHASE MONEY made this Tenth day of December, in the year Nineteen Hundred and Fifty Four, by and between

Joseph Richard Whelan and Anna Maria Whelan, his wife, of Allegany County, Maryland

hereinafter called Mortgagor s, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of FIVE THOUSAND Dollars (\$ 5,000.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor dated the 10th day of December, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 50.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 10th day of December, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor, its successors or assigns. And the money herein borrowed is for the purchase price of the hereinafter described real estate.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All of those Lots or Parcels of land known as Lots Numbers One, Two, Three, Four, and Five (1,2,3,4,& 5), in Section "L" of Greene's Highland Park Addition to the Town of Westernport, Maryland, which lots front Twenty Five (25) feet each on the East side of Quality Street in said Addition and extends one hundred (100) feet in depth to First Alley. Being the same property as conveyed unto William M. LaFon, Jr., and Frances R. LaFon, his wife, by Howard H. Jenkins et ux., by deed dated July 20, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 252, Folio 599, and by Roy G. Johnson et al., by deed dated March 22nd, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 233, Folio 385, and being also the same property as conveyed unto the said parties of the first part herein by the said William M. LaFon, Jr., et ux., by deed dated of Even date herewith, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Charles J. Laughlin

Joseph Richard Whelan (SEAL)
Joseph Richard Whelan (SEAL)

Anna Maria Whelan (SEAL)
Anna Maria Whelan (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of December, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Joseph Richard Whelan and Anna Maria Whelan, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth Sr.

He President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the Agent of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin
Notary Public

For value received, The Citizens National Bank of Westernport, Maryland does hereby release the within mortgage, given to it by Joseph Richard Whelan et al. Witness its Corporate name and seal this 12th day of January, 1955.
(Corporate Seal)
Attest: *Charles J. Laughlin*
Notary
The Citizens National Bank
of Westernport, Md.
By: *Horace P. Whitworth*
President
1-18-55

FILED AND RECORDED DECEMBER 14" 1954 at 3:25 P.M.

MARYLAND

VA Form 4-4318 (Home Loan)
April 1951. Use optional.
Servicemen's Readjustment Act
(38 U. S. C. A. 664 (a)). Ac-
ceptable to RFO Mortgage Co.

MORTGAGE

THIS MORTGAGE, made this
and between

13th day of December, A. D. 1954 by

John F. Daniels and Nina F. Daniels, his wife,

of Allegany County
called the Mortgagor, and

The Liberty Trust Company
a corporation organized and existing under the laws of the
hereinafter called the Mortgagee.

State of Maryland

WHEREAS, the Mortgagor, being a member of the Mortgagee, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Seventy-four Hundred Dollars (\$ 7400.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-six Dollars and Sixty-one Cents Dollars (\$56.61), commencing on the first day of February, 1955, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1970. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

Now, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County, in the State of Maryland, to wit:

All that lot or parcel of ground designated as part of Lot No. 37 on the map of Oak View Addition to Westernport, Allegany County, Maryland, which said part hereby intended to be conveyed is more particularly described as follows, to wit:

BEGINNING for the same at the end of a line drawn North 29 degrees 30 minutes East 200.00 feet along the Westerly side of Potomac Street from its intersection with the Northerly side of Gordon Street and running thence with Potomac Street North 29 degrees 30 minutes East 34.8 feet to the Southerly side of Smoot Street; thence with Smoot Street North 65 degrees 19 minutes West 73.35 feet to a point; thence leaving Smoot Street South 28 degrees 52 minutes West 29.07 feet to a point; thence South 60 degrees 50 minutes East 72.75 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by deed dated the 13th day of December, 1954, and being recorded simultaneously herewith among the Land Records of Allegany County.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed, and is, therefore, a purchase money mortgage.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns,

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

- (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
- (II) interest on the indebtedness secured hereby; and
- (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for sixty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto.

Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the

rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured by any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

James M. Dorley
James M. Dorley

John F. Daniels [SEAL]

Nina F. Daniels [SEAL]

[SEAL]

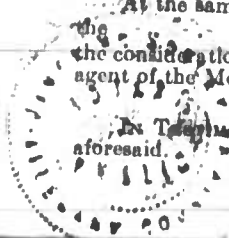
[SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY to wit:

I HEREBY CERTIFY, That on this 13th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared John F. Daniels and Nina F. Daniels, his wife, the above named Mortgagors, and acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared the of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



James M. Dorley
Notary Public

Compared and Signed before me
To *Mtgee Frostburg Md*
Dec 13 1954

FILED AND RECORDED DECEMBER 14th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 13th day of December, 1954, by and between James A. REIDLER and Mary Hanna REIDLER, his wife,

of Frostburg, Allegany County, in the State of Maryland, Mortgagor and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor are justly indebted unto the Mortgagee in the full and just sum of Five Hundred and Fifty-seven 00/00 (\$557.00)

which is to be repaid in 20 consecutive monthly installments of \$28.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 32 of Frostburg, Allegany County, Maryland known as One-half of Lot No. 43 & Lot No. 44 in G. W. McCulloch's Addition to Frostburg, Md.

and more fully described in a Deed from Eva M. REIDLER, widow, dated February 6, 1950 recorded among Land Records of Allegany County, Maryland Liber 228 Folio 36

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor ~~is~~ ^{their} heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on ~~their~~ ^{their} part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor ~~is~~ ^{may} retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor ~~is~~ ^{hereby covenant} to pay when legally demandable.

AND, the said Mortgagor ~~is~~ ^{hereby covenant} to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor ~~is~~ ^{their} heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor ~~is~~ ^{their} representatives, heirs or assigns.

WITNESS ~~out~~ ^{hand} and seal ~~is~~ ^{is}

ATTEST:

Ralph M. Race
Ralph M. Race



James A. Reidler
James A. Reidler

(SEAL)

(SEAL)

Mary Hanna Reidler
Mary Hanna Reidler

(SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 13th. day of December, 1954,

before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

James A. Reidler and Mary Hanna Reidler, his wife,

the Mortgagor ~~is~~ ^{they} named in the foregoing mortgage and they acknowledged the foregoing mortgage to be ~~their~~ ^{their} act and deed. ~~At the same time also appeared~~ ^{At the same time also appeared} ~~James A. Reidler~~ ^{James A. Reidler} Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and correct as therein set forth.

G. Alvin Kreiling

AS WITNESS my hand and Notarial Seal.

Ralph M. Race
Ralph M. Race

Notary Public

Compared and Aligned *10/16/55*

10/16/55

FILED AND RECORDED DECEMBER 16th 1954 at 3:55 P.M.

Purchase Money

This Mortgage,

Made this 16th day of December

in the year Nineteen Hundred and Fifty-four

by and between

Odith M. Brotemarkle, widower,

of Allegany County, in the State of Maryland

party of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place

of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Odith M. Brotemarkle

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Three Thousand and no/100 Dollars (\$ 3,000.00), to be paid with interest at the rate of six per cent (6 %) per annum, to be computed monthly on unpaid balances, in payments of at least Twenty-Five and no/100 Dollars (\$ 25.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with interest thereon, the said Odith M. Brotemarkle

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that piece or parcel of ground lying and being on the Southerly side of Second Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of a deed from Henry Whiteman and wife to Elmer W. Lashley, bearing date February 22nd, 1911, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 107, folio 438, and running thence with Second Street, South 75 degrees East 60 feet; then South 15 degrees West 110 feet, then North 75 degrees West 60 feet to the end of the second line of said Lashley deed, and with said second line, reversed, North 15 degrees East 110 feet to the place of beginning.

It being the same property which was conveyed unto the said Odith M. Brotemarkle, widower, by Carl J. Langer and Margaret Langer, his wife, by deed dated the 6th day of December, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Odith M. Brotemarkle, his

heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand and no/100 Dollars (\$ 3,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Odith M. Brotemarkle

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Odith M. Brotemarkle

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND

SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Odith M. Brotemarkle, his

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Odith M. Brotemarkle

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Three Thousand-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest

Carolyn G. O'Donnell

Odith M. Brotemarkle (Seal)
Odith M. Brotemarkle

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 16th day of December in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Odith M. Brotemarkle, widower

and he acknowledged the foregoing mortgage to be his

act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Carolyn G. O'Donnell
Notary Public

Res. H. Eggs City City
309 PAGE 126

FILED AND RECORDED DECEMBER 15th 1954 at 12:35 P.M.

This Mortgage, Made this 14th day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between
Eugene Brant and Gladys Brant, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Six Hundred Seventy-five & 00/100 - (\$2675.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-four & 50/100 - (\$34.50) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of land lying on the southerly side
of Shriver Avenue in the City of Cumberland, Allegany County, Maryland,
being a part of Lot No. 66, and a part of Lot No. 67 in Fairview
Addition to Cumberland, a plat of which said addition is recorded in
Liber No. 97, folio 203 one of the Land Records of Allegany County,
Maryland, which is described in one parcel as follows, to-wit:

Beginning at a point on the southerly side of Shriver Avenue,
distant 135 feet in a westerly direction from the intersection of the
westerly side of Independence Alley with the southerly side of
Shriver Avenue, and running then with Shriver Avenue, North 69 degrees
25 minutes West 30 feet, then at right angles to said avenue, South 20
degrees 35 minutes West 82.25 feet to a ten foot alley, then with said
alley, South 67 degrees 40 minutes East 30 feet to the end of the second
line of a deed from Joseph A. Birmingham, et al, to Anna G. Mateer,
dated August 12, 1922, and recorded among the Land Records of Allegany
County in Liber No. 141, folio 264, and then with said second line reversed.
North 20 degrees 35 minutes East 83.08 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of F. Carl Joyce and Rosalia Lavern Joyce, his wife, dated the 2nd day of August, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, folio 133.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Hundred Seventy-five & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee; its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

Eugene Brant [SEAL]
Eugene Brant
Gladys Brant [SEAL]
Gladys Brant

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of DECEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Eugene Brant and Gladys Brant, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED DECEMBER 14th 1954 at 11:30 A.M.
This Mortgage. Made this 13th day of December, in the year

Nineteen Hundred and Fifty-Four by and between

JAMES A. MORGAN and MARGARET MORGAN, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND FIVE HUNDRED AND NO/100- - - - - Dollars

(\$ 3,500.00) with interest at the rate of FIVE per centum (5 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly instalments of

SIXTY-SIX AND 05/100 - - - - - Dollars,

(\$ 66.05) commencing on the 13th day of JANUARY, 1955 and on the 13th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 13th day of DECEMBER, 1958. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James A. Morgan and Margaret Morgan, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that tract, piece or parcel of land situate, lying and being in Election District No. 19, in Allegany County, Maryland, it being the same property which was conveyed to the said James A. Morgan and Margaret Morgan, his wife, by deed from William C. Morgan, unmarried, and others, dated January 6, 1925, and recorded in Liber No. 149, folio 346, among the Land Records of Allegany County, Maryland, to which deed special reference is hereby made for a further and more particular description of said property.

SAVING AND EXCEPTING THEREFROM, all those pieces or parts thereof which were conveyed by the said James A. Morgan and Margaret Morgan, his wife, by the following deeds:

1. Deed to Noah Hendley et ux, dated October 25, 1941, and recorded in Liber No. 191, folio 646, among said Land Records.

2. Deed to William Shumaker et ux dated July 24, 1941, and recorded in Liber No. 194, folio 66, among said Land Records.

3. Deed to Paul W. Seaman et ux, dated June 20, 1944, and recorded in Liber No. 200, folio 605, among said Land Records.

4. Deed to Harold Leslie Merriman, dated January 4, 1950, and recorded in Liber No. 227, folio 559, among said Land Records.

SUBJECT ALSO to a right-of-way for a water line granted to the Borden Shaft Water Company by deed from the said James A. Morgan et ux dated June 9, 1948, and recorded in Liber No. 221, folio 479, among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND FIVE HUNDRED AND NO/100- - - - - (\$ 3,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

—provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel Knierien
RACHEL KNIERIEN
Rachel Knierien
RACHEL KNIERIEN

James A. Morgan (SEAL)
JAMES A. MORGAN
Margaret Morgan (SEAL)
MARGARET MORGAN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 13TH day of December, In the year Nineteen Hundred and Fifty -Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES A. MORGAN and MARGARET MORGAN, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Rachel Knierien
RACHEL KNIERIEN Notary Public

FILED AND RECORDED DECEMBER 16th 1954 at 11:35 A.M.

purchase money
This Mortgage, Made this 15TH day of DECEMBER in the
 year Nineteen Hundred and fifty -FOUR- by and between
Edgar A. Kendall and Betty V. Kendall, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-five Hundred Fifty & 00/100 - - - (\$2550.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-seven & 06/100 - - - (\$27.06) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot or parcel of ground situated and lying on the south side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake standing on the south side of Columbia Street at the end of the first line of the lot conveyed by Margaret E. Weigle et al, to Sarah A. Kraft by deed dated June 25, 1896 and recorded in Liber No. 79, folio 257 among the Land Records of Allegany County, said point being 70 feet west from the intersection of the west side of Knox Street, and the south side of Columbia Street and running then with Columbia Street North 60-3/4 degrees West 27 feet to the lot conveyed by Margaret E. Weigle et al, to Elizabeth Johnson by deed dated March 12, 1889, and recorded in Liber No. 66, folio 372 Land Records of Allegany County, Maryland, then South 29-1/4 degrees West 140 feet to German Street, and with it South 60-3/4 degrees East 27 feet to the end of the second line of the lot conveyed to Sarah A. Kraft aforesaid, and with it reversed to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of David Miller and Etta B. Miller, his wife, of

even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred Fifty & 00/100 - - (\$2550.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

FILED AND RECORDED DECEMBER 16th 1954 at 11:35 A.M.

purchase money

This Mortgage. Made this 15th day of DECEMBER in the
year Nineteen Hundred and fifty -four by and between

Edgar A. Kandall and Betty V. Kandall, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-five Hundred Fifty & 00/100 - - - (\$2550.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-seven & 06/100 - - - (\$27.06) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot or parcel of ground situated and lying on the south side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake standing on the south side of Columbia Street at the end of the first line of the lot conveyed by Margaret E. Weigle et al, to Sarah A. Kraft by deed dated June 25, 1896 and recorded in Liber No. 79, folio 257 among the Land Records of Allegany County, said point being 70 feet west from the intersection of the west side of Knox Street, and the south side of Columbia Street and running then with Columbia Street North 60-3/4 degrees West 27 feet to the lot conveyed by Margaret E. Weigle et al, to Elizabeth Johnson by deed dated March 12, 1889, and recorded in Liber No. 66, folio 372 Land Records of Allegany County, Maryland, then South 29-1/4 degrees West 140 feet to German Street, and with it South 60-3/4 degrees East 27 feet to the end of the second line of the lot conveyed to Sarah A. Kraft aforesaid, and with it reversed to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of David Miller and Etta B. Miller, his wife, of

even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred Fifty & 00/100 - - (\$2550.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

al representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Edgar A. Kendall [SEAL]
Edgar A. Kendall
Betty V. Kendall [SEAL]
Betty V. Kendall

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15TH day of DECEMBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Edgar A. Kendall and Betty V. Kendall, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED DECEMBER 16th 1954 at 11:35 A.M.

THIS DEED OF RELEASE, Made this 4th day of December, 1954, by and between ELIZABETH K. COBEY, of Frostburg, Allegany County, Maryland, party of the first part, and LACY ANN WELSH, of Cumberland, Allegany County, Maryland, party of the second part.

WHEREAS, by mortgage dated May 20, 1929, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 112, folio 34, the land and premises therein mentioned and described were conveyed to Clyde M. James to secure the indebtedness therein mentioned; and

WHEREAS, by an assignment dated August 31, 1929, and recorded among the aforesaid Mortgage Records of Allegany County, Maryland, in Liber No. 112, folio 35, said mortgage was assigned by Clyde M. James to the party of the first part; and

WHEREAS, the indebtedness secured by said mortgage has been fully paid and satisfied.

NOW, THEREFORE, THIS DEED OF RELEASE, WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the party of the first part does hereby release from the lien of the aforesaid mortgage and does grant and convey the property and premises mentioned and described therein unto the party of the second part, her heirs and assigns.

TO HAVE AND TO HOLD the aforesaid property unto the party of the second part, her heirs and assigns, in the same manner as if said mortgage had never been executed.

WITNESS the Hand and Seal of the party of the first part.

WITNESS:

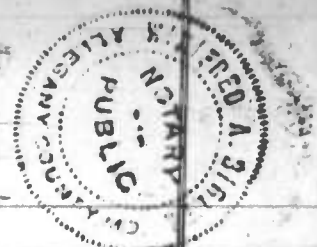
Winifred A. Begler Elizabeth K. Cobey (SEAL)
ELIZABETH K. COBEY

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth K. Cobey and acknowledged the foregoing deed of release to be her act and deed.

WITNESS my hand and Notarial Seal.



William A. Begler
Notary Public

Compared and Mailed December 16

To Mtgee City

FILED AND RECORDED DECEMBER 16" 1954 at 9:30 A.M.

This Mortgage, Made this 14th day of
December, in the year nineteen hundred and Fifty Four,
by and between
Jonathan J. Eckhart and Sally Ann Eckhart, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Two Thousand (\$2,000.00) Dollars, for which
they have given their promissory note of even date herewith, payable on or before
one year after date with interest at the rate of 5% per annum, payable monthly.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All those lots or parcels
of land situate, lying and being in Allegany County, Maryland, about 5 miles West
of the City of Cumberland, known and described as Lots Nos. 7 and 8 in LaVale
Wonderland Addition, and more particularly described as follows, to-wit:

Lot No. 7: Beginning at a peg on the North side of the National
Highway at the end of the first line of Lot No. 6, and running thence with said
National Highway, North 43 degrees 30 minutes East 35 feet; thence, North 40 degrees
West 150 feet to a 10 foot alley; and with said alley, South 43 degrees 30 minutes
West 35 feet to the end of the 2nd line of Lot No. 6; and with said line reversed,
South 40 degrees East 150 feet to the beginning.

Lot No. 8: Beginning at a peg on the North side of the National High-
way, at the end of the first line of Lot No. 7, and running thence with said National
Highway, North 43 degrees 30 minutes East 35 feet; thence, North 40 degrees West 150

feet to a 10 foot alley; and with said alley, South 43 degrees 30 minutes West 35 feet to the end of the 2nd line of Lot No. 7; and with said line reversed, South 40 degrees East 150 feet to the beginning.

Being the same property conveyed by Ford's Drug Stores, Inc., to the said Jonathan J. Eckhart et ux by deed dated May 10, 1954, and recorded in Liber No. 258, folio 451, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - - Two Thousand (\$2,000.00) - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Two Thousand (\$2,000.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or

other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Jonathan J. Eckhart (SEAL)
Jonathan J. Eckhart

Sally Ann Eckhart (SEAL)
Sally Ann Eckhart

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 14th day of December, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Jonathan J. Eckhart and Sally Ann Eckhart, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Compared and found correct
To

FILED AND RECORDED DECEMBER 16th 1954 at 9:30 A.M.

THIS SUPPLEMENTAL MORTGAGE, Made this 13th day of December, 1954, by and between Henry A. Dempsey and Lillian M. Dempsey, his wife, of Allegany County, Maryland,

parties of the first part, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, party of the second part, witnesseth:

WHEREAS, by mortgage dated August 24, 1946, and recorded in Liber 185, folio 531, one of the Mortgage Records of Allegany County, which mortgage was given by the said parties of the first part hereto unto the said party of the second part hereto for the amount of Ten Thousand (\$10,000.00) Dollars, with interest thereon at the rate of four per cent (4%) per annum, and provided for monthly payments of Seventy-four (\$74.00) Dollars each, commencing on October 1, 1946, which mortgage constitutes a first lien on certain property situated along the Northwestern side of the National Pike (Route 40) leading from the City of Cumberland to the Town of Frostburg, Maryland, and being the same property which was conveyed to the said Mortgagors by Wellington B. Lovenstein and others by deed dated August 24, 1946, and duly recorded among the Land Records of Allegany County, and

WHEREAS, said principal indebtedness as evidenced by said mortgage has since been reduced to Fifty-one Hundred (\$5100.00) Dollars, and the interest on that amount is paid until November 1, 1954, and

WHEREAS, the said Mortgagors now desire that said monthly payments be reduced, and to that end, and to carry out that request, this Supplemental Mortgage is agreed upon by and between the parties hereto, and accepted by the said party of the second part hereto.

NOW, THEREFORE, in consideration of the premises, and of the payments heretofore made on said mortgage as above referred to, it is hereby understood and agreed by and between the respective parties of the first and second parts hereto that the remainder of the unpaid balance of said mortgage of Fifty-one Hundred (\$5100.00) Dollars, together with the interest thereon, at the rate of four per cent (4%) per annum from November 1, 1954, shall be paid at the rate of not less than Fifty-one Dollars and Sixty-four Cents (\$51.64) each month, which said payments shall include both principal and interest at the rate aforesaid, and the first of said payments shall be made on December 1, 1954, and continue each month thereafter, making the final maturity of said mortgage and this Supplemental Mortgage to be November 1, 1964.

It is hereby further understood and agreed by and

between the parties hereto that this Supplemental Mortgage shall supersede the terms set out in the original mortgage as above referred to only to the extent of the amount and the time of the monthly payments as herein above provided, and that in all other respects the terms and conditions and obligation of the original purchase money mortgage by and between the parties hereto shall be and remain in full force and effect.

WITNESS the hands and seals of the said parties of the first part hereto, and the signature of Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, together with the corporate seal hereto duly affixed, all attested by Camron L. Otto, ^{Asst.} Secretary, on the day and year above written.

Witness:

Earl E. Manges

Henry A. Dempsey (SEAL)
Henry A. Dempsey

Lillian M. Dempsey (SEAL)
Lillian M. Dempsey

Attest:

Camron L. Otto
Asst. Secretary

THE LIBERTY TRUST COMPANY

By: Charles A. Piper
President

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 13th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Henry A. Dempsey and Lillian M. Dempsey, his wife, and acknowledged the above Supplemental Mortgage to be their respective act and deed, and at the same time also personally appeared Charles A. Piper, President of The Liberty Trust Company of Cumberland, Maryland, and acknowledged the same to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal the day and year above written.



Earl E. Manges
Notary Public

Recorded and Mailed December 17, 1954
 in Westernport Md
 20 11 55

FILED AND RECORDED DECEMBER 17" 1954 at 10:40 A.M.

This Mortgage. Made this fifteenth day of December

in the year Nineteen Hundred and Fifty four, by and between

Hollie Arthur and Wanda Arthur, husband and wife

of Westernport, Allegany County, in the State of Maryland

parties of the first part, and The Citizens National Bank of Westernport,
 Maryland, a corporation, organized under the national banking laws
 of The United States of America.

of Westernport, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas,

The parties of the first part are indebted unto
 the said party of the second part in the full and just sum of fifteen
 hundred dollars (\$ 1500.00) for money lent, which loan is evidenced
 by the promissory note of the parties of the first part, of even date
 herewith and payable on demand to the order of the party of the second
 part in said sum of fifteen hundred dollars, at The Citizens National
 Bank of Westernport, Maryland. And Whereas, it was agreed between the
 parties hereto prior to the lending of said money and the giving of the
 said note that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of
 the second part, its successors and assigns,

and assigns, the following property, to-wit:

All those two certain parcels of land
 in Morrison's Second Addition to Westernport, in Allegany County, State
 of Maryland, being lot No. 5 therein and a certain other parcel of land
 nearby, as were described and conveyed unto the said parties of the
 first part herein by deed from Thomas L. White and Adrian White, his
 wife, dated September 20, 1949 and of record among the land records of
 Allegany County, Maryland in Liber No. 226, folio 476. To which deed
 so recorded a reference is hereby made for a more definite and particu-
 lar description of the property hereby mortgaged.



Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of fifteen hundred dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part, their heirs and assigns

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Fifteen hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

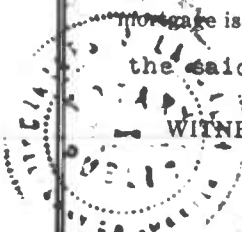
Attest:
Charles J. Laughlin

Hollie Arthur [SEAL]
Hollie Arthur

Wanda Arthur [SEAL]
Wanda Arthur

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this fifteenth day of December-----
in the year nineteen hundred and Fiftyfour-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Hollie Arthur and Wanda Arthur, husband and wife-----
and each acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared Horace P. Whitworth
the president of The Citizens National Bank of Westernport, Maryland
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president of
the said bank duly authorized to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles J. Laughlin

Notary Public.

Charles J. Laughlin
Notary Public

FILED AND RECORDED DECEMBER 17th 1954 at 12:05 P.M.

purchase money

This Mortgage, Made this 16th day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between

Fred M. Propat and Mary E. Propat, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Six Hundred & 00/100 - - - (\$2600.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-eight & 21/100 - - (\$28.21) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situated, lying and being on the westerly side of City View Terrace, in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 64 in the Holzshu Realty Company's Addition to Cumberland, a plat of which said addition is recorded in Liber No. 1, folio 7 one of the Plat Records of Allegany County, Maryland, which said property is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of City View Terrace, and at the intersection of the west side of City View Terrace with the northerly side of a 6 foot alley or pathway, and running then with said side of said alley or pathway, North 82 degrees 15 minutes West 67.42 feet to a 12 foot alley; then with said 12 foot alley, North 1 degree West 30.35 feet to the division line between Lots Nos. 64 and 65 in said addition; and with said division line, South 82 degrees 15 minutes East 72.05 feet to the west side of City View Terrace; and with it, South 7 degrees 45 minutes West 30 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Roy Burt Whitson and Crystal Mae Whitson, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so

advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid Indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Hundred & 00/100 - - (\$2600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  (SEAL)
Fred M. Probst
Mary E. Probst (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16TH day of DECEMBER
in the year nineteen Hundred and Fifty-FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Fred M. Propst and Mary E. Propst, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Computed and entered
To Geo W. Legge, Atty. Genl.
Jan 16 1955

FILED AND RECORDED DECEMBER 17th 1954 at 12:05 P.M.

purchase money
This Mortgage. Made this 16TH day of DECEMBER in the
year Nineteen Hundred and fifty-FOUR by and between
Byron A. Bonebreak and Thara M. Bonebreak, his wife,

of Allegany County, in the State of Maryland, part 128 of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Nine Thousand Four Hundred Fifty & 00/100 - (\$9450.00) - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty-two & 37/100 (\$62.37) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month.

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the northwest side of the Braddock Road, consisting of part of Lots Nos. 3, 4, 5 and 6 as shown on the Amended Plat of Allegany Grove Camp Ground recorded in Plat Case Box No. 150, one of the Land Records of Allegany County, the parcel of ground being situated about $5\frac{1}{2}$ miles westerly of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing 10 feet at right angles from the north edge of the concrete shoulder of the present Braddock Road, said stake is also at the point of intersection of the north side of said Braddock Road with the east side of a proposed 20 foot driveway, and continuing then with the north side of said Braddock Road which has been assumed as 44 feet in width, and with the original magnetic bearings as of the aforementioned plat of said Allegany Grove Camp Ground (vernier readings reduced to Magnetic Bearings, and with Horizontal Measurements) North 59 degrees 4 minutes East 89 feet to a stake, then North 65 degrees 39 minutes East 55.2 feet to a stake standing on the southwest edge of another proposed 20 foot driveway, then with the southwest edge of said driveway, and running parallel to and 5 feet from the northeast vertical plane of the dwelling that stands on this parcel of ground, North 32 degrees 18 minutes West 102.5 feet to a stake standing on the southeast side of the former proposed 20 foot driveway, then with the southeast side of the last mentioned proposed driveway, South 17 degrees 47 minutes West 70.5 feet to a stake, then South 38 degrees 53 minutes West 90.4 feet to a stake, then South 16 degrees 58 minutes East 18 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Thomas H. Blash and Martha A. Blash, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Subject, however, to the following restrictions which shall be covenant running with the land and enforceable by the parties hereto,

1. No building of any character, or any part of any building, shall be erected on the property hereby conveyed within 30 feet of the front line of said lots.
2. The said premises shall be occupied and used for residence purposes only.
3. No stable, chicken coop, pig pen, outbuilding, or other objectionable structures, excepting garage, shall be erected, or kept on said land.
4. No wooden or picket fence, except hedge fence, shall be erected on the front or division lines of the property hereby conveyed.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Four Hundred Fifty & 00/100 - (\$9450.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hane

Byron A. Bonebreak [SEAL]
Byron A. Bonebreak
Thara M. Bonebreak [SEAL]
Thara M. Bonebreak

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16TH day of DECEMBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Byron A. Bonebreak and Thara M. Bonebreak, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Hane
Notary Public.

Collected and Mailed
Thomas R. Berry, Atty City
Dec 16 1954

FILED AND RECORDED DECEMBER 18" 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 1st day of December, 1954, by
and between EARL WARD JAMISON and JUNE McQUEEN JAMISON, his wife,
of Allegany County, Maryland, parties of the first part, and LAW-
RENCE H. KAHN and MARY HELEN KAHN, his wife, of Allegany County,
Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona
fide indebted unto the parties of the second part in the full and
just sum of Fifteen thousand eight hundred and eighty-two (\$15,882.00)
Dollars, with interest from date at the rate of Four (4) percent per

annum, which said principal sum and interest is payable in monthly installments of at least Sixty-five (\$65.00) Dollars per month, which said monthly payments shall be applied first to the interest on the unpaid balance of the principal debt and secondly, to the reduction of the said principal amount of debt, said monthly payments to continue each and every month thereafter until the whole of said principal sum with interest shall be paid; it being further understood and agreed that the parties of the first part shall have the right and privilege at any and all times to pay more than sixty-five dollars per month, or to pay off said indebtedness in full at any time.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the parties of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said parties of the second part, their heirs and assigns, all those lots, pieces or parcels of ground, known and designated as Lots Nos. 7, 8, 9, 10 and 11 of Block No. 12 of Potomac Park Addition and being more particularly described as follows, to-wit:

Lot No. 7: BEGINNING for the same at a point on the southeasterly side of Avenue B with the northeasterly side of Avenue E., and running thence with said Avenue B, by a curve to the left of six degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended South 43 degrees 50 minutes 18 seconds East 120 feet to a 20 foot alley and with it, by a curve to Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to said Avenue E and with it, North 41 degrees 16 minutes West 120 feet to the beginning.

Lot No. 8: BEGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 7, and running thence with said Avenue B by a curve to the left of 6 degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the



radius of said curve extended, South 46 degrees 24 minutes 36 seconds East 120 feet to a 20 foot alley and with it, by a curve to the Right of 5 degrees 37 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 7, and reversing said second line, North 43 degrees 50 minutes 18 seconds West 120 feet to the beginning.

Lots No. 9: BEGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 8 and running thence with said Avenue B by a curve to the Left of 6 degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended, South 43 degrees 58 minutes 54 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 8, and thence reversing said second line, North 46 degrees 24 minutes 36 seconds West 120 feet to the place of beginning.

Lot No. 10: BEGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B by a curve to the Left of 6 degrees, 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended, South 51 degrees 33 minutes 12 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 9, and running thence reversing said second line, North 48 degrees 58 minutes 54 seconds West 120 feet to the place of beginning.

Lot No. 11: BEGINNING at a point on the southeasterly side of Avenue B by a curve to the Left of 6 degrees 35 minutes 40 seconds for a chord distance of 22 feet to the southerly side of Division Avenue and with it South 75 degrees 03 minutes East 128 feet to a 20 foot alley and with it, by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 72.38 feet to the end of the second line of said Lot No. 10 and reversing said second line, North 51 degrees 33 minutes 12 seconds West 120 feet to the place of beginning.

IT being the same property which was conveyed to Earl Ward Jamison and June McQueen Jamison, his wife, by deed dated October 7, 1953, from Wesley A. McGraw and wife, of record in Liber 260, folio 415, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon,

annum, which said principal sum and interest is payable in monthly installments of at least Sixty-five (\$65.00) Dollars per month, which said monthly payments shall be applied first to the interest on the unpaid balance of the principal debt and secondly, to the reduction of the said principal amount of debt, said monthly payments to continue each and every month thereafter until the whole of said principal sum with interest shall be paid; it being further understood and agreed that the parties of the first part shall have the right and privilege at any and all times to pay more than sixty-five dollars per month, or to pay off said indebtedness in full at any time.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the parties of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said parties of the second part, their heirs and assigns, all those lots, pieces or parcels of ground, known and designated as Lots Nos. 7, 8, 9, 10 and 11 of Block No. 12 of Potomac Park Addition and being more particularly described as follows, to-wit:

Lot No. 7: BEGINNING for the same at a point on the southeasterly side of Avenue B with the northeasterly side of Avenue E., and running thence with said Avenue B, by a curve to the left of six degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended South 43 degrees 50 minutes 18 seconds East 120 feet to a 20 foot alley and with it, by a curve to Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to said Avenue E and with it, North 41 degrees 16 minutes West 120 feet to the beginning.

Lot No. 8: BEGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 7, and running thence with said Avenue B by a curve to the left of 6 degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the

radius of said curve extended, South 46 degrees 24 minutes 36 seconds East 120 feet to a 20 foot alley and with it, by a curve to the Right of 5 degrees 37 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 7, and reversing said second line, North 43 degrees 50 minutes 18 seconds West 120 feet to the beginning.

Lots No. 9: BEGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 8 and running thence with said Avenue B by a curve to the Left of 6 degrees 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended, South 48 degrees 58 minutes 54 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 8, and thence reversing said second line, North 46 degrees 24 minutes 36 seconds West 120 feet to the place of beginning.

Lot No. 10: BEGINNING at a point on the southeasterly side of Avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B at the end of the first line of Lot No. 9, and running thence with said Avenue B by a curve to the Left of 6 degrees, 35 minutes 40 seconds for a chord distance of 39 feet, thence with the radius of said curve extended, South 51 degrees 33 minutes 12 seconds East 120 feet to a 20 foot alley and with it by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 44.38 feet to the end of the second line of said Lot No. 9, and running thence reversing said second line, North 48 degrees 58 minutes 54 seconds West 120 feet to the place of beginning.

Lot No. 11: BEGINNING at a point on the southeasterly side of Avenue B by a curve to the Left of 6 degrees 35 minutes 40 seconds for a chord distance of 22 feet to the southerly side of Division Avenue and with it South 75 degrees 03 minutes East 128 feet to a 20 foot alley and with it, by a curve to the Right of 5 degrees 47 minutes 38 seconds for a chord distance of 72.38 feet to the end of the second line of said Lot No. 10 and reversing said second line, North 51 degrees 33 minutes 12 seconds West 120 feet to the place of beginning.

IT being the same property which was conveyed to Earl Ward Jamison and June McQueen Jamison, his wife, by deed dated October 7, 1953, from Wesly A. McGraw and wife, of record in Liber 260, folio 415, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon,

and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs and assigns, the aforesaid sum of Fifteen thousand eight hundred eighty-two (\$15,882.00) Dollars together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the parties of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second parties shall have the full legal right to pay the same, together with all interest penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the parties of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs or assigns, or Thomas N. Berry, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds aris-

ing from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per centum to the party selling or making said sale; secondly, such future advances as may be made by the parties of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said parties of the first part do her by warrant that they have a good and merchantable fee simple title to the property hereby conveyed; that they have done nothing to encumber the said property; that they warrant both generally and specifically the title to the foregoing property; and that they will execute any such further assurances or instruments of writing which may be found necessary in connection with these premises.

WITNESS the hands and seals of the mortgagors.

WITNESS:

Thomas N. Berry

Earl Ward Jamison (SEAL)
EARL WARD JAMISON

Thomas N. Berry

June McQueen Jamison (SEAL)
JUNE McQUEEN JAMISON

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 16th day of December, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EARL WARD JAMISON and JUNE McQUEEN JAMISON, his wife, and they acknowledged the foregoing mort-

gage to be their act and deed; and at the same time, before me also appeared LAWRENCE H. KAHN and MARY HELEN KAHN, his wife, the within named mortgagees and each made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Thomas H. Berry
NOTARY PUBLIC

Compared and attested to by
Metz Froehling & Co.
Jan 11 1955

FILED AND RECORDED DECEMBER 17th 1954 at 1:40 P.M.

This Mortgage, Made this 16th. day of December, in the year

Nineteen Hundred and Fifty - Four by and between

LESTER K. METZ and OLIVE A. METZ, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of TEN THOUSAND EIGHT HUNDRED AND NO/100- - - - - Dollars

(\$10,800.00) with interest at the rate of five per centum (5%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Seventy-one - - - - - 28/00 Dollars,

(\$ 71.28) commencing on the 16th. day of January , 1955 and on the 16th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 16th. day of December, 1974, ~~1975~~ . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible



at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Lester K. Metz and Olive A. Metz, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL those two pieces, parcels or lots of ground situate, lying and being in Election District No. 29, Allegany County, Maryland, and which are known and designated as Lots Nos. Four (4) and Five (5) on a Plat of "C. J. Everline Plan of Lots, LeVale, Maryland" filed in Plot Box No. 168 and which said two parcels of land are more particularly described by metes and bounds as follows, to-wit:

LOT NO. 4: Beginning for said Lot No. 4 on the Northwesterly side of Helman Boulevard at a point which is North 34 degrees 15 minutes West 500.8 feet from the intersection of Main Street with the National Highway, Helman Boulevard being an extension of said Main Street; thence running with the division line of Lots 3 and 4 of said division, South 55 degrees 45 minutes West 190.4 feet to a stake; thence North 10 degrees 5 minutes West 53.5 feet to a stake standing at the end of the division line between Lots 4 and 5 of the aforesaid subdivision; thence with said division line, North 55 degrees 45 minutes East 176.1 feet to a stake standing at the end of said division line at its intersection with the Northwesterly side of said Helman Boulevard; thence running with the said Northwesterly side of said Helman Boulevard, South 34 degrees 15 minutes East 50 feet to the point of beginning.

LOT NO. 5: Beginning for said lot at the end of Line No. 3 and the beginning of Line No. 4 of Lot No. 4, hereinbefore described; and running thence with Line No. 3 reversed, South 55 degrees 45 minutes West 176.1 feet to a stake; thence North 34 degrees 40 minutes West 50 feet to a stake standing at the end of the division line between Lots 5 and 6 of said Everline Addition; thence with said division line, North 55 degrees 45 minutes East 174.8 feet to a stake standing on the Northwesterly side of Helman Boulevard; thence with the said Northwesterly side of Helman Boulevard, South 34 degrees 15 minutes East 50 feet to the point of beginning.

BEING the same property which was conveyed to the said Lester K. Metz and Olive A. Metz, his wife, by deed from Chester J. Everline and Hartzelle K. Everline, his wife, dated September 16, 1953, and recorded in Liber No. 253, folio 346, among the Land Records of Allegany County, Maryland. Special reference to said deed is hereby made for a further description of said property and to the exceptions, reservations, restrictions and covenants running with the land therein particularly set forth.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the

payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

TEN THOUSAND EIGHT HUNDRED AND NO/100- - - - - (\$ 10,800.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Lester K. Metz (SEAL)
Lester K. Metz
Olive A. Metz (SEAL)
Olive A. Metz

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 16th. day of December, in the year Nineteen Hundred and Fifty -Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

LESTER K. METZ and OLIVE A. METZ, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. Alvin Kreiling} ~~Robert B. Jones~~ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ^{G. Alvin Kreiling} ~~Robert B. Jones~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race, Notary Public

FILED AND RECORDED DECEMBER 20th 1954 at 12:05 P.M.

This Mortgage, Made this 17th day of DECEMBER in the year Nineteen Hundred and fifty-four by and between

Andrew Tsirigotis and Betty Mae Tsirigotis, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-seven Hundred & 00/100 - - - (\$7700.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-seven & 00/100 - - - (\$77.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said



principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain lot of ground lying and being on the southerly side of Cecelia Street, in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the south side of Cecelia Street with the east side of an alley in the rear of the Yarnell property fronting on Park Street, and running then with the south side of Cecelia Street, North 75-1/2 degrees East 30 feet; then at right angles to said Cecelia Street, South 14-1/2 degrees East about 65 feet to the north side of the alley running between Cecelia Street and Williams Street, then with said last mentioned alley, South 86-1/6 degrees West about 58 feet to the said first mentioned alley in the rear of Park Street, then with this alley, North 11 degrees East about 60 feet to the place of beginning.

This being the same property which was conveyed to Andrew Teirigotis et ux, by deed of / the said Thomas Lohr Richards, Trustee, dated the 7th day of March, 1953, which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 248, folio 209.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee,

its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-seven Hundred & 00/100 - - (\$7700.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.


And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

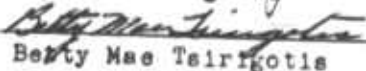
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Andrew Tsirigotis

 [SEAL]
Betty Mae Tsirigotis

_____[SEAL]

_____[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 17th day of DECEMBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Andrew Tsirigotis and Betty Mae Tsirigotis, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and stated to be correct

to Mortgagee

FILED AND RECORDED DECEMBER 20th 1954 at 2:30 P.M.

This Mortgage. Made this 17th day of December
in the year Nineteen Hundred and Fifty-four, by and between

Charles C. Sullivan and June V. Sullivan, his wife, parties of
the first part, and George E. Owings, party of the second part,

of all of Allegany County, in the State of Maryland
~~XXXXXXXXXXXXXXXXXXXX~~ and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the ^{third} ~~second~~ part, WITNESSETH:

Whereas, the said Charles C. Sullivan and June V. Sullivan, his
wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Seventy-Two Hundred and Fifty and no/100
Dollars (\$ 7250.00), to be paid with interest at the rate of six per cent (6 %) per
annum, to be computed monthly on unpaid balances, in payments of at least Sixty and no/100



----- Dollars (\$ 60.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

It is further agreed by the said Charles C. Sullivan and June V. Sullivan, his wife, that in addition to the above payments of principal and interest on this mortgage that they will pay into an Escrow Account in the Cumberland Savings Bank of Cumberland, Maryland, the additional monthly sum of Thirty Dollars (\$30.00) to secure the payment of City, County and State taxes, insurance premiums and any other public liens assessed against the property hereinafter described.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with interest thereon, the said Charles C. Sullivan and June V. Sullivan, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of land, lying and being on the East side of Virginia Avenue, in the City of Cumberland, Maryland, and known as Nos. 330, 332, 334 and 336 Virginia Avenue, and being part of Lot No. 40 in South Side Addition to Cumberland, Maryland, and described as follows:

BEGINNING for the same at a point on Virginia Avenue where the Northern Boundary line of said Addition intersects Virginia Avenue on the East side of said Avenue, and running thence with said Avenue South 33 degrees 34 minutes West 32-6/10 feet to the end of the second line of Lot No. 39 of said Addition; and then with said second line reversed, South 71 degrees 26 minutes East 100 feet, more or less, to a point on said second line where it would be intersected by the prolongation in a Northeasterly direction of the West side of York Place; then with said line of the West side of York Place extended North 33 degrees 34 minutes East 32-6/10 feet to the North Boundary line of said Addition, then with said Boundary Line, North 71 degrees 43 minutes West about 100 feet to the place of beginning.

It being the same property which was conveyed to Charles C. Sullivan by Myrtle L. Clingerman (divorced) by deed dated the 19th day of September, 1944, and recorded in Liber 201, folio 427, one of the Land Records of Allegany County, Maryland.

The hereinbefore described property was made the subject of a certain unrecorded Lease and Option Agreement dated December 29, 1953, by and between Charles C. Sullivan and June Sullivan, his wife, and George E. Owings, party of the second part herein; and the said George E. Owings joins in this mortgage for the purpose of expressly consenting to the mortgaging of this property and agreeing that any and all rights and privileges granted him in said Lease and Option Agreement shall be made subject to the lien of this mortgage.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles C. Sullivan and June V. Sullivan, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventy-Two Hundred and Fifty and no/100----- Dollars (\$ 7250.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Charles C. Sullivan and June V. Sullivan, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles C. Sullivan and June V.

Sullivan, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Charles C. Sullivan and June V. Sullivan, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Charles C. Sullivan and June V. Sullivan, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventy-Three Hundred ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESSE, the hand and seals of said ~~mortgagor~~ parties of the first and second parts the day and year first above written.

Evelyn G. O'Donnell

Charles C. Sullivan [Seal]
Charles C. Sullivan

June V. Sullivan [Seal]
June V. Sullivan

George E. Owings [Seal]
George E. Owings

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17th day of December

in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles C. Sullivan and June V. Sullivan, his wife,
and George E. Owings

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-

land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Carlton G. O'Donnell
Notary Public

Compared and Corrected

Leo H. Regge City

FILED AND RECORDED DECEMBER 20th 1954 at 12:05 P.M.

purchase money

This Mortgage, Made this 17th day of DECEMBER in the year Nineteen Hundred and fifty -four by and between

James W. Stern, Jr. and Ruth N. Stern, his wife,

of Allegany County, in the State of Maryland, part 12 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fourteen Thousand Eight Hundred & 00/100 - - (\$14,800.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Ninety-three & 62/100 - - (\$93.62) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as whole Lot No. 122 and part of Lot No. 123 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same on the southerly side of LaVale Court at the end of the first line of Lot No. 121 in said addition and running then with said LaVale Court North 48 degrees 20 minutes West 75 feet, then South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said LaVale Annex South 48 degrees 20 minutes East 75 feet to the end of the second line of said Lot No. 121 and then with said second line reversed North 41 degrees 40 minutes East 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

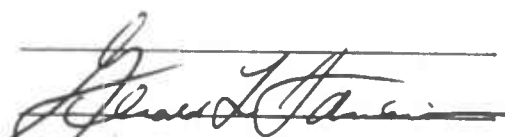
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand Eight Hundred & 00/100 - (\$14,800.00) dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

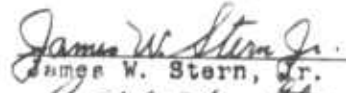

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
James W. Stern, Jr.
 [SEAL]
Ruth N. Stern

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 17TH day of DECEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James W. Stern, Jr. and Ruth N. Stern, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and

agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

*Completed and Mailed December 20, 1954
in Myself by [Signature] and [Signature]*

FILED AND RECORDED DECEMBER 20th 1954 at 3:35 P.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of December
in the year Nineteen Hundred and Fifty - Four, by and between

JAMES WALTER GRANT and PAULINE GRANT, his wife

of Allagany County, in the State of Maryland
parties of the first part, and

CHARLES R. GRANT and EVA V. GRANT, his wife,

of Allagany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the parties of the second part in the full and just sum of Thirty-Six Hundred (\$3,600.00) Dollars, being part of the purchase price of the property hereby conveyed, which principal sum, without interest, is to be paid by the parties of the first part to the parties of the second part at the rate of not less than Forty (\$40.00) per month; the first of said payments to be due and payable on the 15th day of December, 1954, and to continue monthly on the 15th day of each and every month until the amount of principal is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their
heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situated in Cresaptown,
Allegany County, Maryland, and described as follows:

BEGINNING for the same at a point on the Southerly side
of Cecil Avenue Extended, 89 feet along said Avenue from the North-
east corner of the land now occupied by the grantors as a residence,
and running South 24 degrees East 125 feet to a stake located at
the Northerly end of a ten-foot Alley which runs to Brant Road;
thence South 66 degrees West 61 feet to a stake on the East margin
of Pine Street Extended; thence North 24 degrees West 125 feet to a
stake at the Southerly margin of Cecil Avenue Extended; thence with
said Cecil Avenue Extended North 66 degrees East 61 feet to the
place of beginning, containing .175 acre, more or less.

BEING the same property which was conveyed by the parties
of the second part to the parties of the first part by deed of even
date, and which is to be recorded among the Land Records of Allegany
County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part
their heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executors, administrators or assigns, the aforesaid sum of

Thirty-Six Hundred (\$3,600.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said

parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or William M. Somerville,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-Six Hundred (\$3,600.00) ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Mabel Boon
ad to both

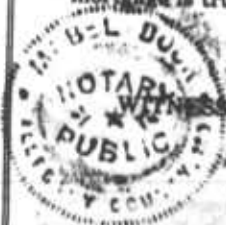
James Walter Grant [SEAL]
James Walter Grant
Pauline Grant [SEAL]
Pauline Grant

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 15th day of December in the year nineteen Hundred and Fifty-Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JAMES WALTER GRANT and PAULINE GRANT, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Charles R. Grant, one of the the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



my hand and Notarial Seal the day and year aforesaid.

Mabel Boon
Notary Public.

FILED AND RECORDED DECEMBER 21st 1954 at 3:10 P.M.

PURCHASE MONEY

This Mortgage,Made this 21st day of December
in the year Nineteen Hundred and fifty-four, by and between**ERNEST S. BUCKLEW and HELEN V. BUCKLEW, his wife,**of Allegany County, in the State of Maryland,

parties of the first part, and

IRVING MILLENSONof Z Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Sixty-five Hundred Dollars (\$6,500.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$72.17 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, being the eastern half of Lot No. 39 in Bealls First Addition to Cumberland, a plat of which addition is recorded in Deeds Liber E, folio 76 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to-wit:

BEGINNING for the same at a point standing on the northerly side of North Centre Street (formerly known as Jefferson Street) at a point where the division line between Lots 38 and 39 of Bealls First Addition to Cumberland intersects the same, and running thence with said side of said North Centre Street North 65 degrees West 33 feet; thence North 21-1/2 degrees East 188 feet; thence South 65 degrees East 33 feet to the aforementioned division line between Lots 38 and 39; thence with said division line South 21-1/2 degrees West 188 feet to the place of beginning.

IT being the same property which was conveyed by Leonard M. Shertzer et ux to Ernest S. Bucklew et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-

tors or assigns, do and shall pay to the said party _____ of the second part, his _____
 executor, administrator or assigns, the aforesaid sum of _____

- - - Sixty-five Hundred and 00/100 Dollars (\$6,500.00) - - - - -
 together with the interest thereon, and any future advances made as aforesaid, as and when the
 same shall become due and payable, and in the meantime do and shall perform all the covenants
 herein on their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties _____ of the
 first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,
 assessments and public liens levied on said property, all which taxes, mortgage debt and interest
 thereon, the said parties _____ of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
 thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
 this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
 due and payable, and these presents are hereby declared to be made in trust, and the said party _____
 of the second part, his _____ heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or
 agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby
 mortgaged or so much thereof as may be necessary, and to grant and convey the same to the
 purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
 manner following to-wit: By giving at least twenty days' notice of the time, place, manner
 and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be
 at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
 all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to
 the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-
 gage, whether the same shall have been then matured or not; and as to the balance, to pay it over
 to the said parties _____ of the first part, their _____ heirs, or assigns, and in case of
 advertisement under the above power but no sale, one-half of the above commission shall be allowed
 and paid by the mortgagor, their _____ representatives, heirs or assigns.

And the said parties _____ of the first part further covenant to insure forthwith, and
 pending the existence of this mortgage, to keep insured by some insurance company or companies
 acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to
 the amount of at least Sixty-five Hundred and 00/100 - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
 or other losses to inure to the benefit of the mortgagee, his _____ heirs or
 assigns, to the extent of his _____ lien or claim hereunder, and to place such
 policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
 insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Witness:

W F Cansuel

W F Cansuel

Ernest S. Bucklew

ERNEST S. BUCKLEW

Helen V. Bucklew

HELEN V. BUCKLEW

[Seal]

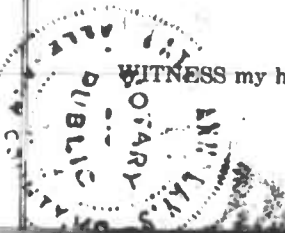
[Seal]

[Seal]

[Seal]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 21st day of December
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Ernest S. Bucklew and Helen V. Bucklew, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

Compared and Measured

Mt. Pleasant City
Dec. 11 1954

FILED AND RECORDED DECEMBER 21st 1954 at 8:30 A.M.

This Mortgage, Made this 18th day of December
in the year Nineteen Hundred and fifty-four, by and between

- - MILFORD C. STEELE and LILLIAN M. STEELE, his wife - -

of Allegany County, in the State of Maryland,
parties of the first part, and **THE SECOND NATIONAL BANK OF CUMBERLAND,**
a corporation duly incorporated under the laws of the United States of America,
with its principal office in

Cumberland, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the



second part in the full and just sum of Eight Hundred Dollars (\$800.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of five per cent per annum in monthly installments of \$25.00 each; said payments include both principal and interest, which interest shall be calculated and credited monthly. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition), as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors ~~and assigns~~, the following property, to-wit:

ALL THOSE LOTS, pieces or parcels of ground situate lying and being on the easterly side of the Mt. Savage Road in Allegany County, Maryland, and being parts of Lots 6, 7 and 8 in Block 1 as designated on a plat of the sub-division of the property of Joseph H. Reinhart dated September 10, 1921, and recorded in Plat Case Box 44 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to wit:

BEGINNING for the same at a point on the south side of Bradower Avenue at its intersection with the easterly side of Mt. Savage Road and running thence with said Bradower Avenue North 76 degrees 35 minutes East 74 feet; thence leaving Bradower Avenue and parallel to Mt. Savage Road, South 7 degrees 30 minutes East 75 feet; thence South 76 degrees 36 minutes West 74 feet to the Mt. Savage Road; thence with said Road North 7 degrees 30 minutes West 75 feet to the place of beginning.

IT being the same property which was conveyed by Stanley H. Harman et ux to Milford C. Steele et ux by deed dated January 11, 1952, and recorded in Deeds Liber 237, folio 326 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, its successors ~~executors, administrators or assigns~~, the aforesaid sum of _____

EIGHT HUNDRED - - - - -00/100 DOLLARS (\$800.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors ~~and assigns~~, and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby

mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Hundred - - - - - 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

W. C. Corseade

Milford C. Steele [Seal]
MILFORD C. STEELE

Lillian M. Steele [Seal]
LILLIAN M. STEELE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th day of December in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared - - Milford C. Steele and Lillian M. Steele, his wife, and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President of the Second National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the Vice-President of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

FILED AND RECORDED DECEMBER 21st 1954 at 12:05 P.M.

purchase money

This Mortgage, Made this 20th day of DECEMBER in the year Nineteen Hundred and fifty-four by and between
Raymond R. Osbourne and Josephine T. Osbourne, his wife,

of Allegany County, in the State of Maryland, part 122 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Four Hundred Eighty & 00/100 - - (\$6480.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-nine & 57/100 - - - - - (\$49.57) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and being part of Lot No. 7 of the Mudge Lots, a plat of which lots is recorded in Deeds Liber 104, folio 745 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of Oak Street at the end of a line drawn South 15 degrees 9 minutes West 70 feet from the intersection formed by the westerly side of Oak Street and the southerly side of Fairfax Street (formerly known as Smith Street) and being also at a point where the division lines between Lots 6 and 7 of said Mudge Lots intersects the westerly side of Oak Street, and running then with said side of said Oak Street South 15 degrees 9 minutes West 34.6 feet: then North 75 degrees 8 minutes West 175 feet to the easterly side of a 15 foot alley; then with said side of said alley North 15 degrees 9 minutes East 34.39 feet to the aforementioned division line between Lots 6 and 7 of said Mudge Lots; and then with said division line South 74 degrees 34 minutes East 175 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William R. Carscaden, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Four Hundred Eighty & 00/100 - (\$6480.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to collect all such rents and profits and to apply the same to the payment of the mortgage debt.

to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Raymond R. Osbourne [SEAL]
Raymond R. Osbourne
Josephine T. Osbourne [SEAL]
Josephine T. Osbourne

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 20TH day of DECEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Raymond R. Osbourne and Josephine T. Osbourne, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness, my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED DECEMBER 21" 1954 at 12:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of December, in the
year Nineteen Hundred and fifty four by and between
Tom W. King and Anna G. King, his wife,

of Allegany County, in the State of Maryland, part 10 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Three Hundred Fifty Five (\$5355.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty Three and 90/100 (\$33.90) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southeasterly side of Elm Street, it being the southerly half of Lot No. 55 in Haley's Addition to the City of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 34, Folio 718, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same at a chiseled "X" on the southeasterly side of Elm Street, said chiseled "X" standing North 27 degrees East 100 feet from a chiseled "X" at the point of intersection of the said southeasterly side of Elm Street and the southwesterly side of Spring Street, the last named "X" being an ancient mark and the established point of intersection of the said streets and also 1.5 feet southwesterly of the corner of the dwelling standing at the said intersection, and running then from the first named chiseled "X" at a right angle to Elm Street and parallel with Spring Street South 63 degrees East 100 feet to an iron stake standing on the northwesterly side of

Walnut Alley, then with the northwesterly side of said alley and parallel with Elm Street North 27 degrees East 25 feet to a locust stake, then parallel with Spring Street North 63 degrees West 100 feet to a chiseled "X" on the southeasterly side of Elm Street, and then with said side of Elm Street South 27 degrees West 25 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Atlee W. Smoot et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 963 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all money owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-

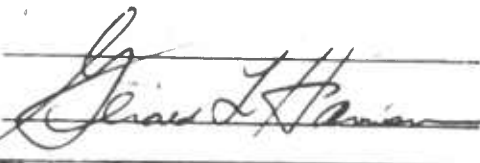
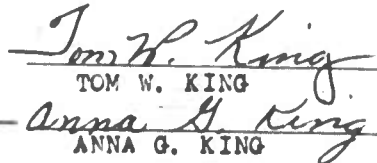
gagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Five Thousand Three Hundred Fifty Five (\$5355.00)** Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

  [SEAL]
TOM W. KING
ANNA G. KING [SEAL]

State of Maryland,

Allegany County, to-wit:

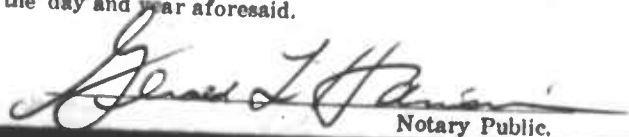
I hereby certify. That on this 20TH day of December,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Tom W. King and Anna G. King, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Compared and found correct
To Book of Deeds City
Jan 11 1955

FILED AND RECORDED DECEMBER 21st 1954 at 12:05 P.M.

purchase money

This Mortgage. Made this 20th day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between
Ernest N. Franze and Georgene E. Franze, his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand & 00/100 - - - - - (\$4,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-two & 69/100 - - - - - (\$32.69) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground lying and being
in Cumberland, Allegany County, Maryland, and known as all of Lot
No. 8 and a small strip of Lot No. 7 of the Mudge Lots, a plat of
which lots is recorded in Deeds Liber 104, folio 745 among the Land
Records of Allegany County, Maryland, which said property is more
particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of
Oak Street at the end of a line drawn South 15 degrees 9 minutes West
104.6 feet from the intersection formed by the westerly side of Oak
Street and the southerly side of Fairfax Street (formerly called Smith
Street) and running then with said side of said Oak Street, South 15
degrees 9 minutes West 37.4 feet; then North 75 degrees 3 minutes West
175 feet to the easterly side of a 15 foot alley; then with said side
of said alley, North 15 degrees 9 minutes East 37.15 feet; and then
South 75 degrees 8 minutes East 175 feet to the place of beginning.

Being the same property which was conveyed unto the parties
of the first part by deed of William R. Carscaden, Trustee, of even
date, which is intended to be recorded among the Land Records of Allegany
County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand & 00/100 - - - (\$4,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

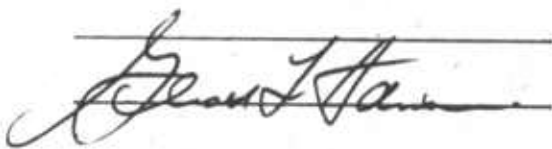
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:



Ernest N. Franze [SEAL]
Ernest N. Franze

Georgene E. Franze [SEAL]
Georgene E. Franze

Georgene E. Franze [SEAL]
Georgene E. Franze

State of Maryland,
Allegany County, to-wit:

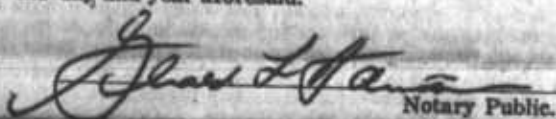
I hereby certify, That on this 20th day of DECEMBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest N. Franze and Georgene E. Franze, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED NOVEMBER 22nd 1954 at 12:40 P.M.

THIS MORTGAGE, MADE BETWEEN THE DAY OF RECORDING

AND "A" IN B. GROUP TO BE PAID FOR BY

THE FIRST NATIONAL BANK OF MONTANA

TO THE ORDER OF THE FIRST NATIONAL BANK OF MONTANA

TO THE ORDER OF THE FIRST NATIONAL BANK OF MONTANA

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Mortgagee shall have the right to demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

[Signature]

Ernest N. Franse [SEAL]
Ernest N. Franse

Georgene E. Franse [SEAL]
[Signature]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of December
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest N. Franse and Georgene E. Franse, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year above said.

[Signature]
Notary Public.

FILED AND RECORDED DECEMBER 22nd 1954 at 12:40 P.M.

THIS MORTGAGE, Made this 22nd day of December, 1954, by and between W. Bruce Douglas and Joy W. Douglas, his wife, of the first part, sometimes hereinafter called the Mortgagors, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Mrs. Gladys E. Stallings, under Trust Agreement dated July 17, 1953, of the second part, sometimes hereinafter called the Mortgagee.

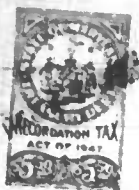
WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Fifteen Thousand Dollars (\$15,000.00), as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Four and One-Half per centum (4½) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 31st day of March, 1955.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said W. Bruce Douglas and Joy W. Douglas, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Mrs. Gladys E. Stallings, under Trust Agreement dated July 17, 1953, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated on the Southeasterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 27 in what is known as the "Allegany County Farm Addition to Cumberland, Maryland", as shown on the Plat of said Addition recorded in Plat Box No. 150 among the Land Records of Allegany County, Maryland, and which said Lot is particularly described as follows:

BEGINNING at a hub on the Southeast side of Holland Street at the end of the first line of Lot No. 26, and running with said Holland Street, North 35 degrees 47 minutes East 50 feet to a hub; thence leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet to a hub; thence South 35 degrees 47 minutes West 50 feet to a hub at the end of the second line of Lot No. 26; thence reversing said second line,



North 54 degrees 13 minutes West 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by the County Commissioners of Allegany County, Maryland, by deed dated the 10th day of February, 1953, and recorded in Liber No. 247, folio 598, one of the Land Records of Allegany County, Maryland.

ALSO: All that lot or parcel of ground situated on the Southeasterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 28 in what is known as the "Allegany County Farm Addition to Cumberland, Maryland", as shown on a Plat thereof recorded among the Land Records of Allegany County, Maryland, and more particularly described as follows:

LOT NO. 28: BEGINNING at a hub on the Southeast side of Holland Street at the end of the first line of Lot No. 27 and running with said Holland Street, North 35 degrees 47 minutes East 50 feet to a hub; then leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet to a hub; then South 35 degrees 47 minutes West 50 feet to a hub at the end of the second line of Lot No. 27; then reversing said second line, North 54 degrees 13 minutes West 120 feet to the beginning.

ALSO: All that lot or parcel of ground situated on the Southeasterly side of Holland Street in the City of Cumberland, Maryland, known and designated as Lot No. 29 in what is known as the "Allegany County Farm Addition to Cumberland, Maryland", as shown on a Plat thereof recorded among the Land Records of Allegany County, Maryland, and more particularly described as follows:

LOT NO. 29: BEGINNING at a hub on the Southeast side of Holland Street at the end of the first line of Lot No. 28 and running with said Holland Street, North 35 degrees 47 minutes East 50 feet to a hub; then leaving Holland Street at right angles, South 54 degrees 13 minutes East 120 feet to a hub; then South 35 degrees 47 minutes West 50 feet to a hub at the end of the second line of Lot No. 28; then reversing said second line, North 54 degrees 13 minutes West 120 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by John E. Rosenmerkel and wife, by deed dated the 6th day of November, 1952, and recorded in Liber No. 246, folio 157, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumber-

land, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand Dollars (\$15,000.00), and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors the day and year above written.

W. Bruce Douglas (SEAL)
W. BRUCE DOUGLAS

WITNESS:

Thomas L. Keach

Joy W. Douglas (SEAL)
JOY W. DOUGLAS

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 22nd day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared W. Bruce Douglas and Joy W. Douglas, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Office of the said The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



George F. Hazelwood, Jr.
NOTARY PUBLIC

FILED AND RECORDED DECEMBER 22nd 1954 at 10:55 A.M.

PURCHASE MONEY
This Mortgage, Made this 17th day of December
in the year Nineteen Hundred and Fifty-four, by and between
GEORGE F. HAZELWOOD, JR. and ETHEL M. HAZELWOOD, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and

JEANNE H. SOMERVILLE

of Baltimore County in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Twenty-Seven Thousand, Eight Hundred and Ninety (\$27,890.00) Dollars, representing part of the purchase price of the property herein conveyed, which by deed of even date was conveyed to the parties of the first part by the party of the second part, et vir., and which indebtedness is to be repaid, without interest, in payments of not less than Six Thousand (\$6,000.00) Dollars per year; the first of said payments to be due and payable one year from the date hereof and to continue annually until the amount of the principal is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

 parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

 party of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the Easterly side of Bedford Street, in Cumberland, Allegany County, Maryland, and being the same property which was conveyed to Clare A. Hazelwood and Jeanne K. Hazelwood by Louise E. Nicholson, et al., by deed dated June 4, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 193, folio 475, reference to which deed is hereby made for a more particular description by metes and bounds of the property hereby conveyed, the whole title of said property having vested in Jeanne K. Hazelwood (now Jeanne K. Hazelwood Somerville) by operation of law upon the demise of Clare A. Hazelwood, who departed this life on August 25th, 1953.

IT BEING the same property which was conveyed to the parties of the first part by Jeanne K. Hazelwood Somerville and William B. Somerville, her husband, by deed of even date, and which is to be recorded among the Land Records of Allegany County prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

 their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

 parties of the first part

 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

 parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or William M. Somerville, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

_____ Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor s.

Attest:

I. Mabel Burr
ac to both

George F. Hazelwood, Jr. [SEAL]
Ethel M. Hazelwood [SEAL]
Ethel M. Hazelwood

State of Maryland,
City of Baltimore, to wit:

I HEREBY CERTIFY, That on this 17th day of December in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of Maryland, in and for said City, personally appeared Jeanne H. Somerville, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



M. Tony Hill Jr.
Notary Public

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 17th day of December
in the year nineteen Hundred and Fifty - Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George F. Hazelwood, Jr. and Ethel M. Hazelwood, his wife
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared



Witness my hand and Notarial Seal the day and year aforesaid.

Mahl Boor

Notary Public.

FILED AND RECORDED DECEMBER 22nd 1954 at 2:40 P.M.

purchase money

This Mortgage, Made this 22nd day of December
in the year Nineteen Hundred and Fifty - four, by and between

Benjamin F. Maiden and Dorothy E. Maiden, his wife,

of Allegany County, in the State of Maryland
part 122 of the first part, and

Second National Bank of Cumberland, a national banking
corporation with its principal place of business in Cumberland

of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
party of the second part in the full and just sum of \$10,000.00 with
interest at the rate of 4 1/2% per annum computed monthly on unpaid
balances, said indebtedness to be amortized over a 20 year period
by the payment of at least \$63.27 per month, the first monthly pay-

ment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at anytime, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment or \$100.00 whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Benjamin F. Maiden and Dorothy E. Maiden, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors

~~xxxx~~ and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as whole Lot No. 113 and part of Lot No. 114 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of LaVale Court at the end of the first line of Lot No. 112 in said addition, and running then with said LaVale Court North 48 degrees 20 minutes West 75 feet, then South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said LaVale Annex South 48 degrees 20 minutes East 75 feet to the end of the second line of said Lot No. 112, and then with said second line reversed North 41 degrees 40 minutes East 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Benjamin F. Maiden and Dorothy E. Maiden, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Second National Bank of Cumberland, its successors

~~xxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of

Ten Thousand & 00/100 - - - - - (\$10,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said

Benjamin F. Maiden and Dorothy E. Maiden, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Benjamin F. Maiden and Dorothy E. Maiden, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

~~and assigns, or~~ Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Benjamin F. Maiden and Dorothy E. Maiden, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Benjamin F. Maiden and Dorothy E. Maiden,

his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Ten Thousand & 00/100 - - - - (\$10,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Angela H. Ma Chuse Benjamin F. Maiden [SEAL]
Angela H. Ma Chuse Dorothy E. Maiden [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 22nd day of December in the year nineteen Hundred and Fifty-FOUR before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Benjamin F. Maiden and Dorothy E. Maiden, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas E Shaw
Notary



FILED AND RECORDED DECEMBER 22nd 1954 at 1:40 P.M.

purchase money
This Mortgage, Made this 21st day of DECEMBER in the year Nineteen Hundred and fifty -four by and between
Atlas W. Smoot and Helen L. Smoot, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand & 00/100 - - - - - (\$4000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty & 60/100 - - - - - (\$30.60) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advances.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Grandview Terrace in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the northwest corner of a concrete column which now stands at the southerly end of a concrete wall in front of the property adjoining and lying on the north side of that which is hereby intended to be conveyed, said beginning point being also North 48 degrees 57 minutes West 30.45 feet from the northwest corner of the bungalow on the lot hereby intended to be conveyed; and running then with the easterly side of Grandview Terrace South 19 degrees 45 minutes West 72.2 feet to the corner of a concrete wall; then South 80 degrees 16 minutes East 124.25 feet to the corner of a fence; then North 19 degrees 48 minutes East 54.44 feet to the end of a concrete wall; and then North 72 degrees 00 minutes West 122.43 feet to the place of beginning. (As surveyed by the Small Paye Engineering Company on June 25, 1946.)

Being the same property which was conveyed unto the parties of the first part by deed of Carl D. Buckley of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagee may

hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

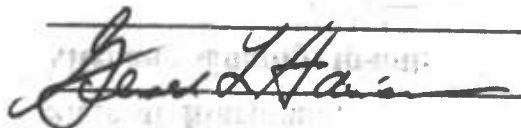
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand & 00/100 - - - - (\$4,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

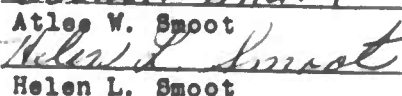
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:



 [SEAL]

 [SEAL]

_____ [SEAL]

_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of DECEMBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Atlee W. Smoot and Helen L. Smoot, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



George W. Legge
Notary Public

Compared and found correct

in Mortgage

FILED AND RECORDED DECEMBER 23rd 1954 at 2:55 P.M.

This Mortgage, Made this 21st day of
December, in the year nineteen hundred and Fifty Four by and between

John F. Trostle and Lena C. Trostle, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Three Thousand (\$3,000.00) Dollars, for which
they have given their promissory note of even date herewith payable on or before
one year after date with interest at the rate of 5% per annum in monthly payments
on the principal and interest of not less than Fifty (\$50.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would

make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that piece or parcel of ground situate, lying and being on North Centre Street, in the City of Cumberland, Maryland, and being the Westerly half of Lot No. 39 in Beall's First Addition to the Town of Cumberland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the first line of the Original Town Lot No. 39 in Beall's First Addition to the Town of Cumberland, the said point being North 65 degrees West 33 feet from the end of the first line of Lot No. 38, and running thence with the North side of Centre Street (formerly called Jefferson Street), North 65 degrees West 33 feet to a stone standing on the East side of Hickory Alley; thence with said Hickory Alley, North $21\frac{1}{2}$ degrees East 188 feet; thence South 65 degrees East 33 feet; thence across the whole of the Original Town Lot by a straight line South $21\frac{1}{2}$ degrees West 188 feet to the place of beginning.

Being the same property conveyed by Ernest S. Bucklew et ux to the said John F. Trostle et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property, and subject to certain rights, if any, as set out in said deed. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of— —Three Thousand (\$3,000.00)— — — — —dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - - Three Thousand (\$3,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

John F. Trostle
John F. Trostle (SEAL)
Lena C. Trostle
Lena C. Trostle (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 23rd day of December, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

John F. Trostle and Lena C. Trostle, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.



Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Dudley
Notary Public

FILED AND RECORDED DECEMBER 23rd 1954 at 3:45 P.M.

This Mortgage, Made this 22nd day of December
in the year Nineteen Hundred and fifty-four by and between
- - - - JOSEPH J. KEATING and MARY LOUISE KEATING, his wife - - -

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in
Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

FOUR THOUSAND FOUR HUNDRED- - - - -00/100 DOLLARS (\$4,400.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness,
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground, lying and being
in Allegany County, Maryland, situated in the Town of Frostburg, and
known and distinguished as Lots Nos. 22 and 23 in George W. McCulloch's
Addition to the said Town of Frostburg, a plat of which Addition is
of record among the Land Records of Allegany County, Maryland, in
Liber No. 55, folio 134, and being the same property which was con-
veyed to Joseph J. Keating and Leo J. Keating by W. Earle Cobey,
Trustee, by deed dated July 22, 1946, and recorded among the Land
Records of Allegany County, Maryland, in Liber No. 210, folio 319,
and also being the same property which was conveyed to the parties of
the first part by Ruth E. O'Donnell, Trustee, by deed dated October 18,
1950, and recorded among the Land Records of Allegany County, Maryland,
in Liber No. 231, folio 347; special reference is hereby made to said
plat and said deeds for a further and more particular description of
the property hereby intended to be conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors
or assigns, the aforesaid sum of
FOUR THOUSAND FOUR HUNDRED- - - - -00/100 DOLLARS (\$4,400.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants

herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors ~~and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND FOUR HUNDRED 00/100 (\$4,400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~and assigns~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts [Seal]
DAVID R. WILLETTS
David R. Willetts
DAVID R. WILLETTS
Joseph J. Keating [Seal]
JOSEPH J. KEATING
Mary Louise Keating [Seal]
MARY LOUISE KEATING

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of December
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
- - -JOSEPH J. KEATING and MARY LOUISE KEATING, his wife- - -
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared E. EARL KREYENBURG,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.



Witness my hand and Notarial Seal the day and year aforesaid.

Emma L. Simons
EMMA L. SIMONS Notary Public

FILED AND RECORDED DECEMBER 22nd 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 20th day of December, 1954, by and between Stanley William Eisel and Ruth Patterson Eisel, his wife of Frostburg, Allegany County, in the State of Maryland, Mortgagor^s, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor^s are justly indebted unto the Mortgagee in the full and just sum of Six Hundred Twenty Three and 75/100 (\$ 623.75) which is to be repaid in 24 consecutive monthly installments of \$ 26.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor^s do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 12 of Frostburg, Allegany County, Maryland, known as 55 E. Walnut St., Frostburg, Allegany County, Maryland

and more fully described in a Deed from William Stanley EISEL, et ux., dated September 13, 1952, recorded among Land Records of Allegany County, Liber 244, Folio 328

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor^s their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor^s may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor^s hereby covenant to pay when legally demandable.

AND, the said Mortgagor^s further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor^s their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor^s their representatives, heirs or assigns.

WITNESS our hand^s and seal^s.

ATTEST:

Ralph M. Race
Ralph M. Race

Stanley William Eisel (SEAL)
Stanley William Eisel

Ruth Patterson Eisel (SEAL)
Ruth Patterson Eisel

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 20th day of December, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Stanley William Eisel and Ruth Patterson Eisel, his wife
the Mortgagor^s named in the foregoing mortgage and their acknowledged the foregoing mortgage to be their act. The said Stanley William Eisel also appeared Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,

ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the foregoing is true and correct. G. Alvin Kreiling
 AS WITNESS my hand and Notarial Seal.



Ralph M. Race

Notary Public

Cumberland and Market, December 23, 1954
 Gorman E. Getty, City

FILED AND RECORDED DECEMBER 23rd 1954 at 4:00 P.M.
Real Estate and Chattels

DEED OF TRUST

THIS DEED, Made this 24th day of December, 1954,
 by and between GUY M. DAVIS and MARIE ELIZABETH DAVIS, trading as
 CUMBERLAND TRANSIT LINES, of Cumberland, Allegany County,
 Maryland, parties of the first part, hereinafter referred to as
 "First Party", and GORMAN E. GETTY, of Cumberland, Allegany County,
 Maryland, Trustee as hereinafter set forth, and hereinafter
 referred to as "Trustee", party of the second part:

WHEREAS, in consideration of a loan in the amount of
 Thirty-Five Thousand Dollars (\$35,000.00), or any part thereof,
 Cumberland Savings Bank, Cumberland, Maryland, and/or
 by Small Business Administration, an agency created by Public
 Law 163 of the 83rd Congress of the United States of America,
 and having an office for the transaction of business at 900 N.
 Lombardy Street, Richmond 20, Virginia, to the First Party, with
 interest at the rate of six per centum (6%) per annum on the
 unpaid principal owing from time to time on said loan and for
 which loan the First Party has signed and delivered a certain
 promissory note on SBA Form 154, bearing even date herewith,
 in the principal amount of

THIRTY-FIVE THOUSAND and 00/100 -- Dollars (\$35,000.00)
 to be repaid with interest on unpaid principal computed from the
 date of each advance at the rate of six per centum (6%) per annum,
 both principal and interest payable monthly beginning three (3)
 months from the date thereof, payment to be made in installments
 as follows: principal installments: Nine Hundred and Seventy-

Two Dollars (\$972.00) on the 24th day of March, 1955, and Nine Hundred and Seventy-Two Dollars (\$972.00) on the 24th day of each and every month thereafter until the principal and interest to accrue thereon is fully paid; provided, however, that the entire indebtedness, if not sooner paid, to be due and payable on the 24th day of December, 1957. Interest installments: On the 24th day of December, 1954, and on the 24th day of each month thereafter, payments of interest at the rate aforesaid computed monthly on the balance remaining unpaid, until the entire indebtedness is fully paid.

AND, WHEREAS, First Party desires to secure the prompt payment of the principal and interest now and which may hereafter be owing upon said note, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof, and further to secure the strict performance of all the covenants and agreements in this Deed of Trust and in said note contained and made by the First Party.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

THAT the First Party, in consideration of the premises and of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has given, granted and assigned, bargained and sold, released, conveyed and confirmed unto the party of the second part, as Trustee, his successors and assigns, all of the following described property:

FIRST: All and each and every unit and article of the machinery, equipment, furniture, fixtures, and other chattels, which are now located on or on the building and premises designated as No. 1600 Ford Avenue, Cumberland, Allegany County, Maryland, including but not limited to the property more particularly described as follows:

BUS NO.	MAKE	SERIAL NUMBER
52	Yellow Coach	TG 2401196
54	Yellow Coach	TG 2401198
61	Yellow Coach	TG 2701021
62	Yellow Coach	TG 2701022
63	Yellow Coach	TG 2701023
64	Yellow Coach	TG 2701024
65	Yellow Coach	TG 2701025
66	Yellow Coach	TG 2701086
67	Yellow Coach	TG 2701092
80	Yellow Coach	TG 2401032
105	Yellow Coach	TG 2701040
106	Yellow Coach	TG 2701041
107	Yellow Coach	TG 2701042
108	Yellow Coach	TG 2706007
109	Yellow Coach	TG 2706008
110	Yellow Coach	TG 2701088
111	Yellow Coach	TG 2701089
114	Beaver	A 483
134	Beaver	A 444
136	Beaver	A 455
200	A C F	C 31151
201	A C F	C 31152
202	A C F	C 31153
203	A C F	C 31154
204	A C F	C 31155
205	A C F	C 31156
138	International	D 3530312

together with all such property of like nature as shall be hereafter acquired by First Party during the continuance of this trust and before the final payment of the debt hereby secured.

SECOND: All the following described real estate located in the City of Cumberland, in Allegany County, in the State of Maryland, and described as follows, to-wit:

All that whole lot or parcel of ground situated on the north-west side of Ford Avenue composed of Lots Numbers 2, 3, 4, 5 and 6 and part of Lot Number 7; Lots Numbers 12, 13, 14, 15, 16 and part of Lot Number 17; Lots Numbers 22, 23, 24, 25, 26 and part of Lot Number 27; that part of the alley in the rear of Lots Numbers 2, 3, 4, 5, 6 and part of Lot Number 7 aforementioned; that part of Short Avenue fronting on the Lots aforementioned; in Walsh's Addition to South Cumberland; a Plat of said Addition having been recorded in Plat Case Box Number 98 of the Land Records of Allegany County, State of Maryland; and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing on the north-west side of Ford Avenue at the beginning of this described parcel of ground as conveyed by Adam E. Frost, et ux, to Bessie May Davis, by deed dated the 7th. day of October A. D. 1944, and recorded in Liber Number 201, folio 586, one of the Land Records of Allegany County, State of Maryland, said iron stake also stands at the end of the first line of Lot Number 1 of said

Walsh's Addition as conveyed by Earl F. Bridges, et ux, to the said Bessie May Davis in the First Parcel of deed dated the 25th day of September, A. D. 1944, and recorded in Liber Number 201, folio 585, one of the Land Records of Allegany County, State of Maryland, and running thence with the said north-west side of said Ford Avenue and the lines of the first mentioned Bessie May Davis deed (Magnetic Bearings as of the said deed and with Horizontal Measurements) North 18 degrees and 45 minutes East 175 feet to an iron stake standing at the beginning of the adjoining parcel of ground as conveyed by Cletus E. Price, et ux, to Lester E. Pryor, et ux, by deed dated the 30th. day of March A. D. 1944, and recorded in Liber Number 199, folio 171, one of the Land Records of Allegany County, State of Maryland; thence leaving the said north-west side of said Ford Avenue at right angle and reversing the fourth line of the said Lester E. Pryor deed, North 71 degrees and 15 minutes West about 448 $\frac{3}{10}$ feet to an iron stake on the approximate south-east side of Canal Street; thence with the said south-east side of said Canal Street, South 11 degrees and 6 minutes West 176 $\frac{6}{10}$ feet to an iron stake, this last mentioned line being the rear line of the whole lot hereby conveyed, having been previously established by old iron pegs pointed out by the said Bessie May Davis as the corners of said whole lot, the last mentioned iron stake also stands at the end of the third line of the Second Parcel of the aforementioned Bessie May Davis deed recorded in Liber Number 201, folio 585; thence with the fourth line of the Second Parcel, and the second line of the First Parcel reversed, South 71 degrees and 15 minutes East about 424 $\frac{4}{10}$ feet to the beginning, containing 1 $\frac{3}{4}$ acres, more or less, as surveyed by Ralph E. Wilson, R. E.

TOGETHER with the buildings and improvements thereon and the rights, roads, waters, privileges or appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid chattels, personal property and real estate, and any additional chattels, personal property and real estate which may become subject to the lien of this Deed of Trust unto the party of the second part, his successors and assigns absolutely.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said First Party, or assigns, to use and occupy, manage and control, the said

described chattels, personal property and real estate for its sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured, and any extension or renewal thereof, or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described chattels and personal property unto the said First Party or assigns, at the costs of First Party.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note (and any extension or renewal thereof), or of any installment of principal and interest as therein provided, or in the payment of any of the sums for taxes, special assessments, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment of insurance or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance (it being hereby agreed that on default in the payment of any tax, or assessment, or insurance premium or any payment on account thereof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be his duty to sell, upon written request of the holder of the note secured hereby, and in case of any default of any purchaser, to resell, at public auction, for cash, the chattels, personal property and real estate herein conveyed, as a whole or in parcels, in the Trustee's discretion, which said sale or sales shall be made in manner following to-wit: by giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland,

Maryland, which said sale shall be at public auction for cash; and to convey the same upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales; Firstly, to pay all proper costs, charges and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said chattels and personal property at time of sale and to retain as compensation a commission of eight per centum (8%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to First Party, their heirs, executors, administrators, or successors or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the chattels and personal property and real estate as aforesaid, sold and conveyed less the expense, if any, of obtaining possession.

And First Party, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That it will pay the indebtedness as hereinbefore provided, with the privileges and right to anticipate the payment of the same at any time upon payment of the full amount due in accordance with the terms of this deed of trust.

2. That it will pay all taxes, assessments, and other governmental or municipal charges, fines or impositions upon the aforesaid property and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by First Party, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

3. That it will keep the said chattels and personal property and real estate in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

4. That it will keep said chattels, personal property and real estate insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss, it will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by First Party, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to First Party and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said chattels, personal property and real estate in extinguishment of the indebtedness secured hereby, all right, title and interest of First Party in and to any insurance policies then in force shall pass to the purchaser or grantee.

5. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half ($1/2$) of the commission above provided, to be computed on unpaid balance of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

6. That if it is necessary to refer this matter to an attorney, or if any suit, action or proceeding whatsoever shall be commenced or prosecuted for the collection of the notes or any part of any note secured hereby, or any petition be filed in bankruptcy or otherwise for the collection of the notes or any

part of any note secured hereby, or if any action be taken or proceedings or suit filed for the enforcement of any endorsement or endorsements thereof, or guaranties thereof, or for the purpose of realizing on any collateral hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property or funds which may become part thereof, it will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, together with all collection fees and charges which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

7. That it specially warrants the property therein conveyed and that it will execute such further assurances thereof as may be required.

8. First party hereby consents and agrees that the indebtedness secured by this Deed of Trust, or any part thereof, or the note issued hereunder and secured hereby, may be renewed or extended beyond maturity as often as may be desired by agreement between the holder of the note and First Party, its successors and assigns, and no such renewal or extension shall in any way affect the responsibility of First Party, either as Surety or otherwise.

9. First Party covenants that it will not create or permit to occur any debt, lien or charge, including any tax lien or otherwise, which would be prior to or on a parity with the lien of this Deed of Trust upon the property conveyed hereunder, and further agrees to comply with all statutes, ordinances and regulations with respect to the property hereby conveyed.

10. First Party agrees that upon commencement of any judicial proceeding to enforce any right under this Deed of Trust, the court in which such proceeding is brought, at any time thereafter, without notice to First Party or any party claiming under him (such notice being hereby expressly waived) and without reference to the then value of the said property or to the solvency or insolvency of any person liable for any of said indebtedness, or other grounds for extraordinary relief, may appoint a receiver with power to take immediate possession of the said chattels, personal property and real estate, manage, rent and collect the rents, issues and profits thereof; and such rents, issues and profits, when collected, may be applied toward the payment of any

indebtedness then due and secured hereby, and the costs, taxes, insurance or other items necessary for the protection and preservation of the said property, including the expenses of such receivership; and in connection with the aforesaid proceedings, or if the Trustee and/or the holder of the note hereby secured shall bring or defend any other action to protect or establish any of their rights hereunder, the First Party will pay, in addition to costs and disbursements allowed by law, the reasonable costs of bringing or defending any such action, including reasonable attorney's fees, all of which shall be added to the indebtedness secured hereby.

11. First Party further covenants and agrees for itself, its successors and assigns, that upon the acquisition by it of any additional chattels, or personal property, to be placed upon the aforesaid property, it will, from time to time, as requested by the holder of the note secured hereby, execute and deliver to the noteholder, or its successors and assigns, a supplemental deed of trust or chattel mortgage thereon so as to further secure the repayment of the indebtedness hereby secured by a lien on such additional property.

The Trustee may, from time to time, until default as above provided, release, from the lien of this Deed of Trust any property conveyed hereunder, at the expense of the First Party, provided, however, that the Trustee shall first obtain the written consent thereto of the holder of the note issued hereunder and secured hereby. The Trustee shall be fully protected in relying upon said written consent and upon any conditions, provisions or agreements in said written consent contained, and shall not be required to see to the application or disposition of the proceeds thereof.

The Trustee may resign and be discharged from the trusts created hereunder by giving written notice thereof to First Party, and to the holder of the note at least thirty days prior to the effective date thereof, or such shorter time as may be accepted by both First Party and said noteholder as such notice.

The holder of the note issued hereunder and secured hereby, shall have the right, in its discretion and without giving notice, to remove at any time the Trustee named herein.

In the event, as above provided, that the Trustee resigns or is removed, the holder of the note is hereby authorized and empowered to appoint a successor or successors in trust, by

written instrument executed by it and delivered to such successor or successors, and recorded in the office in which this Deed of Trust is admitted to record, and such successor or successors in trust appointed hereunder shall become vested with identically the same title to said property with the same rights and powers, subject to the same duties as the Trustee hereunder.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used the singular number shall include the plural, the singular, and the use of any gender shall be applicable to all genders.

WITNESS the hands and seals of the said Guy M. Davis and Marie Elizabeth Davis on the day and year first above written.

WITNESS:

Freeman R. Buehler

Guy M. Davis (SEAL)
GUY M. DAVIS

Marie Elizabeth Davis (SEAL)
MARIE ELIZABETH DAVIS
T/A Cumberland Transit Lines

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24 day of December 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared GUY M. DAVIS and MARIE ELIZABETH DAVIS, T/A Cumberland Transit Lines, and acknowledged the foregoing deed to be their respective act and deed.

WITNESS my hand and Notarial Seal.

Freeman R. Buehler
NOTARY PUBLIC

MY COMMISSION EXPIRES: May 2nd, 1955.

1- Mtge. City

FILED AND RECORDED DECEMBER 27th 1954 at 2:40 P.M.
PURCHASE MONEY

This Mortgage, Made this 24th day of December
In the year Nineteen Hundred and fifty-four, by and between

- - - - - WILLIAM S. HUTTER - - - - -

of Allegany County, in the State of Maryland,

party of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND,
a corporation duly incorporated under the laws of the United States of America, with
its principal office in

& Cumberland, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the party of the first part is indebted unto the party of the second part in the full and just sum of Two Thousand Dollars (\$2,000.00) this day loaned the party of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of five per cent per annum in monthly installments of \$25.00 each; said payments include both principal and interest, which interest shall be calculated and credited monthly. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the party of the first part has the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, In consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors ~~and assigns~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground situate and lying in the City of Cumberland, Allegany County, Maryland, on the south side of Columbia Avenue, particularly described as follows, to wit:

BEGINNING for the same at a stake on the south side of said Avenue at the end of a line drawn North 62 degrees 30 minutes West 167-8/10 feet from the intersection of Columbia Avenue and Valley Street, and running thence with said Avenue, North 62 degrees 30 minutes West 43-2/10 feet to the east side of Pulaski Street, and with said street, South 27 degrees 30 minutes West 26 feet to the end of the second line of Lot No. 9 of Hook's Third Addition, and with part of said line, South 62 degrees 30 minutes East 64-2/10 feet, then North 27 degrees 30 minutes East 13 feet to the center of said property, then North 62 degrees 30 minutes West 21 feet, then North 27 degrees 30 minutes East 13 feet to Columbia Avenue, the place of beginning.

IT being the same property which was conveyed by Ellis H. Shobe et ux to William S. Hutter by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his heirs, executors, administra-

tors or assigns, do and shall pay to the said party _____ of the second part, its successors,
~~executors, administrators~~ or assigns, the aforesaid sum of _____

TWO THOUSAND - - - - - 00/100 DOLLARS (\$2,000.00) - -
 together with the interest thereon, and any future advances made as aforesaid, as and when the
 same shall become due and payable, and in the meantime do and shall perform all the covenants
 herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party _____ of the
 first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,
 assessments and public liens levied on said property, all which taxes, mortgage debt and interest
 thereon, the said party _____ of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
 thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
 this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
 due and payable, and these presents are hereby declared to be made in trust, and the said party _____
 of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or
 agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby
 mortgaged or so much thereof as may be necessary, and to grant and convey the same to the
 purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
 manner following to-wit: By giving at least twenty days' notice of the time, place, manner
 and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be
 at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
 all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to
 the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-
 gage, whether the same shall have been then matured or not; and as to the balance, to pay it over
 to the said party _____ of the first part, his heirs, or assigns, and in case of
 advertisement under the above power but no sale, one-half of the above commission shall be allowed
 and paid by the mortgagor, his representatives, heirs or assigns.

And the said party _____ of the first part further covenant to insure forthwith, and
 pending the existence of this mortgage, to keep insured by some insurance company or companies
 acceptable to the mortgagee or its successors assigns, the improvements on the hereby mortgaged land to
 the amount of at least Two Thousand and 00/100 - - - - - (\$2,000.00) - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
 or other losses to insure to the benefit of the mortgagee, its successors heirs or
 assigns, to the extent of its lien or claim hereunder, and to place such
 policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
 insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Witness:

[Signature]

William S. Hutter [Seal]
 WILLIAM S. HUTTER

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 24th day of December,
 in the year nineteen hundred and fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared

William S. Hutter

and _____ acknowledged the foregoing mortgage to be his

act and deed; and at the same time before me also personally appeared John H. Mosner,
Vice-President of the Second National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
Vice-President of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chris E. Shaw
Notary Public



FILED AND RECORDED DECEMBER 27" 1954 at 2:40 P.M.
PURCHASE MONEY

This Mortgage, Made this 23rd day of December
in the year Nineteen Hundred and fifty-four, by and between

SOWERS A. JACKSON and KATHLEEN W. JACKSON, his wife,

of Allegany County, in the State of Maryland,
part ies of the first part, and **FROSTBURG NATIONAL BANK, a national banking**

corporation duly incorporated under the laws of the United States of America,
with its principal office in

xx Frostburg, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said
party of the second part, its successors and assigns, in the full sum of

THIRTY-TWO HUNDRED - - - - -00/100 DOLLARS (\$3200.00)

payable one year after date of these presents, together with interest thereon at
the rate of six per centum (6%) per annum, payable quarterly, as evidenced by
the joint and several promissory note of the parties of the first part payable to
the order of the party of the second part, of even date and tenor herewith, which
said indebtedness, together with interest as aforesaid, the said parties of the
first part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~heirs~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated near Frostburg, Allegany County, Maryland, and North of Consolidation Village, in Election District No. 26, it being a part of that piece or parcel of the "Timberland Farm Tract", which was conveyed to Charles Cathcart, Jr., et ux, by Henry Rairick, et ux, by deed dated April 7, 1941, and recorded in Liber No. 189, folio No. 522, of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake standing at the end of 76 feet on a line drawn North sixty-three degrees forty-nine minutes West from a Red Oak Tree, a corner of the whole "Timberland Farm Tract", and at the end of the 14th line thereof and said tree being also at the end of the 1st line of the aforesaid Rairick-Cathcart deed, and said point of beginning being also at the end of one hundred and fifty feet on the first line of the aforesaid Rairick-Cathcart deed, and running thence with said 1st line reversed and corrected as to true meridian North sixty-three degrees forty-nine minutes West one hundred and fifty feet to a stake on the East margin of a road, said stake being also the beginning of the aforesaid Rairick-Cathcart deed, thence with part of the last line thereof reversed and corrected, South one degree twenty-three minutes East fifty-six and four-tenths feet to a stake, thence South sixty-three degrees forty-nine minutes East one hundred twenty-three and nine-tenths feet to a stake, thence North twenty-six degrees eleven minutes East fifty feet to the beginning, containing .157 of an acre, more or less.

IT being the same property which was conveyed by Charles Cathcart, Jr. et ux to Sowers A. Jackson et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party y of the second part, its successors ~~executors, administrators~~ or assigns, the aforesaid sum of

- - -THIRTY-TWO HUNDRED and 00/100 DOLLARS (\$3200.00) - - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner

and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-two Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

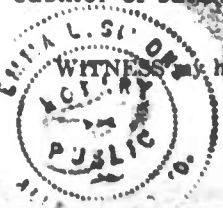
Witness:

David R. Willetts
DAVID R. WILLETTS
David R. Willetts
DAVID R. WILLETTS

Sowers A. Jackson [Seal]
SOWERS A. JACKSON
Kathleen W. Jackson [Seal]
KATHLEEN W. JACKSON

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 23rd day of December,
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Sowers A. Jackson and Kathleen W. Jackson, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
cashier of said Bank and duly authorized by it to make this affidavit.



my hand and Notarial Seal the day and year aforesaid.

Emma L. Simons
EMMA L. SIMONS Notary Public

FILED AND RECORDED DECEMBER 27th 1954 at 8:30 A.M.**This Mortgage,** Made this Sixteenth day of December,in the year Nineteen Hundred and Fifty-four-----, by and between

DONALD FRANCIS AMANN and HELEN MAE AMANN, his wife, -----

of Westernport, Allegany County, in the State of Maryland,parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws,

parties of the second part, WITNESSETH:

Whereas, the said Donald Francis Amann and Helen Mae Amann, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FORTY-SEVEN HUNDRED DOLLARS (\$4700.00), as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of FORTY-SEVEN HUNDRED (\$4700.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK; and to be repaid in sums of not less than FIFTY-FIVE (\$55.00) DOLLARS per month until the entire amount of principal of said note, with interest, has been fully paid; to secure the payment of which said of FORTY-SEVEN HUNDRED (\$4700.00) DOLLARS, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Donald Francis Amann and Helen Mae Amann, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said -----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

hereby and assigns, the following property, to-wit:

All those certain parcels of land, situated in Hammond's Addition to Westernport, Allegany County, Maryland, described as follows:

All those certain lots known, designated and numbered on the Plat of Hammond's Addition to the Town of Westernport, Allegany County, Maryland, as LOTS NUMBERS TWO HUNDRED AND FORTY-ONE (241), TWO HUNDRED AND FORTY-TWO (242), TWO HUNDRED AND FORTY-THREE (243) and TWO HUNDRED AND FORTY-FOUR (244), said Lots Numbers 241 and 243 fronting

on the West side of Walnut Street and extending back therefrom to the rear of Lots Numbers 242 and 244, which said Lots 242 and 244 front on the East side of Spruce Street in said Town and extend back therefrom to the rear of said Lots Numbers 241 and 243, the whole thereof being bounded by Walnut Street on the East; Fifth Street on the South; Spruce Street on the West and by Lots Nos. 245 and 246 on the North, and being the same property which was conveyed to the said Donald Francis Amann by Bernard J. Amann et al. by Deed, dated October 18th, 1951, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 236, folio 277, to which said Deed reference is hereby specially made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Donald Francis Amann and Helen Mae Amann, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of -----
FORTY-SEVEN HUNDRED (\$4700.00) DOLLARS-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part -----

-----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and assigns, or~~ Harry K. Drane, its -----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their -----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their -----representatives, heirs or assigns.

And the said parties of the first part -----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or ----- ~~the improvements on the hereby mortgaged land to the amount of at least~~ ----- Forty-seven hundred (\$4700.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~or~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

J. Bernard Mayhew Jr. Donald Francis Amann [SEAL]
J. Bernard Mayhew Jr. Helen Mae Amann [SEAL]

I hereby certify, That on this 22nd day of December,

in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County, personally appeared Donald Francis Amann and Helen Mae Amann, his wife, -----

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.
My commission expires

February 7th 1961

J. Bernard Mayhew Jr.
Notary Public.

Robert H. Maybury and R. Heber Poland, Baltimore, Md.
Nov 11 1954

FILED AND RECORDED DECEMBER 27th 1954 at 10:45 A.M.

THIS PARTIAL RELEASE OF MORTGAGE, Made this Fifteenth day of November, in the year Nineteen hundred and fifty-four, by and between The Dixon Realty Company, a corporation, party of the first part, and Lucy Marsh, (widow), party of the second part;

Whereas the said party of the first part is the holder of a note and Mortgage on certain property owned by the said Lucy Marsh as described in a certain Deed from Mary E. Shultice et al., dated January 6th, 1923, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 148, folio 239; and

WHEREAS the said party of the second part by Deed of even date herewith has sold unto Robert H. Maybury and R. Heber Poland a strip of parcel of said land 23½ feet wide and 210 feet long next to and adjoining the part of said land heretofore sold and conveyed unto the said Robert H. Maybury and R. Heber Poland by Deed dated June 5th, 1952, and recorded among the Land Records of said Allegany County in Liber 241, folio 276; and desires to have the said Mortgage Lien waived and released upon said strip or parcel of land sold as aforesaid;

NOW, THEREFORE, in consideration of the sum of One dollar, the receipt of which is hereby acknowledged, the said party of the first part doth hereby release said strip or parcel of land sold and conveyed to the said Robert H. Maybury and R. Heber Poland and waives the lien thereon of that certain Mortgage made by said party of the second part, dated April 20th, 1949, and recorded among the Mortgage Records of said Allegany County, Maryland, in Liber No. 223, folio 247, but, nevertheless, retains the Mortgage Lien upon the remainder of said property as security for the moneys remaining due on said Mortgage.

Witness the corporate name and seal of the said party of the first part the day and year first above written.

THE DIXON REALTY COMPANY, by
Abbie D. Dixon
President

Attest:
Wesley Dixon
Secretary

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I, hereby certify that on this 24 day of November, 1954, before me, the undersigned, a Notary Public of the State of West Virginia, in and for said County of Mineral, personally appeared Abbie D. Dixon, President of The Dixon Realty Company, a corporation, and did acknowledge the foregoing partial Release of Mortgage on behalf of said Corporation to be the act and deed of

said The Dixon Realty Company.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate written.



My commission expires

Dec. 3, 1956

[Signature]

Notary Public

FILED AND RECORDED DECEMBER 27th 1954 at 9:55 A.M.
This Mortgage, Made this 24th. day of December, in the year
 Nineteen Hundred and Fifty-Four by and between

ERVIN D. HANSEL and DOLLY E. HANSEL, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of THREE THOUSAND FIVE HUNDRED FIFTY AND NO/100- - - - -Dollars (\$3,550.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Thirty-nine - - - - - 42/00 Dollars, (\$ 39.42) commencing on the 24th. day of January , 195 5 and on the 24th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 24th. day of December, 1964. ~~1965~~ . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ervin D. Hansel and Dolly E. Hansel, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot, piece or parcel of land lying and being in Allegany County, and State of Maryland, and known and distinguished as Lot No. 100 in McCulloh's Addition to the Town of Frostburg, and which said lot is more particularly described by and contained within the following courses and distances, to-wit:

BEGINNING at a stake standing at the end of the first line of Lot No. 99 and running thence with Bowery Street South $36\frac{1}{2}$ degrees West 55 feet; North 61 degrees West 165 feet to an alley; and with it, North $36\frac{1}{2}$ degrees East 55 feet; then South 61 degrees East 165 feet to the place of beginning. Saving and excepting therefrom all the large vein of coal which may be under the aforesaid described lot and parcel of land as heretofore sold and conveyed by George McCulloh and Mary McCulloh during their life time.

BEING the same property which was conveyed to David P. Hansel and Jane V. Hansel his wife, and the said Ervin D. Hansel and Dolly E. Hansel, his wife, by deed from Nellie C. Eagle, widow, dated April 22, 1946, and recorded in Liber No. 208, folio 398, one of the Land Records of Allegany County, Maryland. After the death of the said David P. Hansel, the said Jane V. Hansel, his widow, conveyed their interest in said property to the said Ervin D. Hansel and Dolly E. Hansel, his wife, by deed dated December 24th., 1954, which is intended to be recorded among said Land Records prior to the recordation of this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her

or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE THOUSAND FIVE HUNDRED FIFTY AND NO/100- - - - - (\$3,550.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Ervin D. Hansel (SEAL)
ERVIN D. HANSEL
Dolly E. Hansel (SEAL)
DOLLY E. HANSEL

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 24th. day of December, in the year Nineteen Hundred and Fifty -Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ERVIN D. HANSKEL and DOLLY E. HANSKEL, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~Alvin Kreiling~~ ^{O. Alvin Kreiling} Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ~~Alvin Kreiling~~ ^{O. Alvin Kreiling} did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

Conveyed and Mailed
First State Bank & Trust Co. Ltd.
Frostburg, Md.
Dec 28, 1954

FILED AND RECORDED DECEMBER 28th 1954 at 3:40 P.M.

This Mortgage, made this - 28th - day of December, in the

year Nineteen Hundred and fifty-four, by and between Harry Sebastian Winner, unmarried, of Allegany County, in the State of Maryland, but temporarily in Garrett County, in the State of Maryland,

expression shall include his heirs, personal representatives, successors and assigns where the context so admits or requires, of ~~ALLEGANY COUNTY, STATE OF MARYLAND~~ part Y of the first part and Emma C. Winner,

hereinafter called Mortgagee, which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part Y of the second part, witnesseth:

WHEREAS, the said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Four Thousand (\$4,000.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgagor hereby covenants and agrees to make payments of not less than Twenty-Five (\$25.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest

to be computed monthly at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of land located in Election District No. 26 in Allegany County, Maryland, and near Mine No. 13 of the Consolidation Coal Company, and more particularly described as follows, to-wit:

BEGINNING for the same at a point marked No. 113, and running thence North 75 degrees 54 minutes West 3501.92 feet, thence North 50 degrees 21 minutes East 485.78 feet, thence North 12 degrees 53 minutes East 1052.18 feet, North 46 degrees 35 minutes East 553.24 feet, South 71 degrees 08 minutes East 3590.67 feet, South 74 degrees 39 minutes East 649.95 feet, South 13 degrees 56 minutes West 64.45 feet, South 53 degrees 53 minutes East 210.16 feet, South 37 degrees 53 minutes East 178.99 feet, South 4 degrees 34 minutes West 136.63 feet, South 64 degrees 57 minutes East 259.06 feet, South 3 degrees 25 minutes East 366.67 feet, South 17 degrees 50 minutes West 260.00 feet, North 89 degrees 04 minutes West 148.41 feet, North 63 degrees 49 minutes West 528.04 feet, South 34 degrees 09 minutes West 923.72 feet to the place of beginning.

EXCEPTING, HOWEVER, all those two parts or parcels of the above described land which were conveyed by George Stern, Trustee and others by the following deeds: 1. George Stern, Trustee, and others to Rudolph G. Lewis and Sidney Jane Lewis, his wife, dated November 5, 1932, and recorded in Liber No. 168, folio 475, one of the Land Records of Allegany County. 2. George Stern, Trustee, and others, to Annie Minnick, widow, dated April 25, 1935, and recorded in Liber No. 188, folio 41, of said Land Records.

It being the same property which was conveyed unto the said Mortgagor by Emma C. Winner, widow, by deed dated the day of December, 1954, and to be duly filed for record among the Land Records of Allegany County.

There is also excepted and reserved all mineral and other sub-surface rights as evidenced by a Reservation contained in a certain deed from Consolidation Coal Company, et al, to Eva Meyers, the predecessor in title to this property, as will be seen by reference to deed dated November 7, 1928, and recorded in Liber No. 161, folio 153, of said Land Records.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Four Thousand (\$4,000.00) Dollars,

and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, her

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee

the said Mortgagee in the full sum of Thirty-Five Hundred (\$3500.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum. The said Mortgagor hereby covenants and agrees to make payments of not less than Fifty-Eight and 27/100 (\$58.27) Dollars each month on account of the principal and interest as herein stated, the interest to be computed monthly and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness, all as evidenced by a Promissory Note bearing even date and tenor herewith.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that piece or parcel of land located in Election District No. 26 in Allegany County, Maryland, and near Mine No. 13 of the Consolidation Coal Company, and more particularly described as follows, to-wit:

BEGINNING for the same at a point marked No. 113, and running thence, North 75 degrees 54 minutes West 3501.92 feet, thence North 50 degrees 21 minutes East 485.78 feet, thence North 12 degrees 53 minutes East 1052.18 feet, North 46 degrees 35 minutes East 553.24 feet, South 71 degrees 08 minutes East 3590.67 feet, South 74 degrees 39 minutes East 649.95 feet, South 13 degrees 56 minutes West 64.45 feet, South 53 degrees 53 minutes East 210.16 feet, South 37 degrees 53 minutes East 128.99 feet, South 4 degrees 34 minutes West 136.63 feet, South 64 degrees 57 minutes East 259.06 feet, South 3 degrees 25 minutes East 366.67 feet, South 17 degrees 50 minutes West 260.00 feet, North 89 degrees 04 minutes West 148.41 feet, North 63 degrees 49 minutes West 528.04 feet, South 34 degrees 09 minutes West 923.72 feet to the place of beginning.

EXCEPTING, HOWEVER, all those two parts or parcels of the above described land which were conveyed by George Stern, Trustee and others by the following deeds: 1. George Stern, Trustee, and others to Rudolph G. Lewis and Sidney Jane Lewis, his wife, dated November 5, 1932, and recorded in Liber No. 168, folio 475, one of the Land Records of Allegany County. 2. George Stern, Trustee, and others, to Annie Minnick, widow, dated April 25, 1935, and recorded in Liber No. 188, folio 41, of said Land Records.

It being the same property which was conveyed unto the said Mortgagor by Emma C. Winner, widow, by deed dated the day of December, 1954, and to be duly filed for record among the Land Records of Allegany County.

There is also excepted and reserved all mineral and other sub-surface rights as evidenced by a Reservation contained in a certain deed from Consolidation Coal Company, et al, to Eva Meyers, the predecessor in title to this property, as will be seen by reference to deed dated November 7, 1928, and recorded in Liber No. 161, folio 153, of said Land Records.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Thirty-Five Hundred (\$3500.00) Dollars,

and in the meantime shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Thirty-Five Hundred (\$3500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

Joseph F. Fahey
JOSEPH F. FAHEY
GARRETT

Harry Sebastian Winner (SEAL)
HARRY SEBASTIAN WINNER (SEAL)

STATE OF MARYLAND, ~~XXXX~~ GARRETT COUNTY, TO-WIT:

I hereby certify that on this 28th day of December, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Harry Sebastian Winner

the within named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Joseph F. Fahey, of The First State Bank of Grantsville, Grantsville, Maryland,

the within named Mortgagee, and made oath in the form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



Notary Public Garrett County, Maryland
My commission expires May 2, 1955

Joseph F. Fahey
JOSEPH F. FAHEY Notary Public

Compared and attested December 28, 1954

in the presence of
James H. Leggett, City
Jan 10, 1955

FILED AND RECORDED DECEMBER 28th 1954 at 2:20 P.M.

This Mortgage. Made this 23rd day of DECEMBER, in the year Nineteen Hundred and fifty-four by and between David R. Noble and Edna H. Noble, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventeen Hundred and Fifty & 00/100 - - - - - (\$1,750.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Seventeen and 50/100 - - - - - (\$17.50) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain real estate, with all improvements thereon, situate in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Being Lots Nos. 646, 647, and 648 as shown and designated on a plat of the Humbird Land and Improvement Company's Addition to South Cumberland, which plat is recorded among the Land Records of Allegany County at the end of Liber No. 73, said lots being located on the north side of Roberts Street, beginning at its intersection with the east side of Olive Avenue, and have a frontage on the north side of Roberts Street of ninety feet with a depth northerly of uniform width of 150 feet.

Being the same property to which William H. Saville and Alice V. Saville, his wife, became entitled in fee simple under the following conveyances, viz: A deed from William Pearre to them, dated November 1, 1907, and recorded among the Land Records of Allegany County in Liber No. 102, folio 332, conveying said lot No. 646 and the westernmost five feet of Lot No. 647; and a Deed from Frank Zahradka and wife to them dated April 17, 1914; and recorded among said Land Records in Liber No. 114, folio 268, conveying the easternmost twenty-five feet of Lot No. 647, and the whole of Lot No. 648, together with other property. And being also the same property and premises which by a deed bearing even date herewith, and recorded among said Land Records prior hereto, was granted and conveyed by the said William H. Saville and wife, to the said James R. Smith and Laura May Smith, his wife, in fee simple; to which said respective deeds, reference is hereby made for a more full and particular description of the property hereby conveyed.

Being the same property conveyed to David R. Noble and Edna H.



Noble, his wife, by deed from the Western Maryland Investment Company, a corporation, dated the 6th day of June, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 199, folio 690, etc.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Savanteen Hundred and Fifty & 00/100 - - (\$1750.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George L. Davis

David R. Noble [SEAL]
David R. Noble
Edna H. Noble [SEAL]
Edna H. Noble

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23rd day of DECEMBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

David R. Noble and Edna H. Noble, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

George L. Davis
Notary Public.

Noted for recording

FILED AND RECORDED DECEMBER 28th 1954 at 12:55 P.M.

This Mortgage, Made this 27th day of December
in the year Nineteen Hundred and fifty-four, By and between
----- **-RUTH E. MORGAN, WIDOW-** -----

of Allegany County, in the State of Maryland
party _____ of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America.

of Frostburg, Allegany County, in the State of Maryland
party _____ of the second part, WITNESSETH:

Whereas, the said party of the first part is justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

FOUR THOUSAND- - - - -00/100 (\$4,000.00) DOLLARS,

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
party of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness,
together with interest as aforesaid, the said party of the first
part hereby covenants to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said party _____ of the first
part does hereby
give, grant, bargain and sell, convey, release and confirm unto the said party _____
of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground, lying and being in
Allegany County, State of Maryland, and situated in the Town of Frost-
burg:

BEGINNING at the end of one hundred and thirty-two feet on a
line drawn North thirty-nine degrees West from the Northeast corner
of the intersection of High Street with Frost Avenue, and running thence
North fifty-one degrees East one hundred sixty-five feet to an Alley;
thence with said Alley, North thirty-nine degrees West forty-eight and
one-half feet; thence South fifty-one degrees West one hundred sixty-
five feet to said Frost Avenue; thence with said Avenue, South thirty-
nine degrees East forty-eight and one-half feet to the place of begin-
ning.

IT being the same property which was conveyed to Harry Morgan
and Ruth E. Morgan, his wife, by deed dated May 15, 1937, and recorded
in Deeds Liber No. 177, folio 537, among the Land Records of Allegany
County, Maryland; the said Harry Morgan having departed this life and
title to the aforesaid property is now vested by operation of law in
his widow, the party of the first part.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party _____ of the first part, her heirs, executors, administra-
tors or assigns, do and shall pay to the said party _____ of the second part, its successors
~~or assigns~~ or assigns, the aforesaid sum of _____

FOUR THOUSAND- - - - -00/100 DOLLARS (\$4,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part y of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND- - - - -00/100 (\$4,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Witness:

Emmett L. Leonard

Ruth E. Morgan [Seal]
RUTH E. MORGAN

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 27th day of December
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
RUTH E. MORGAN, WIDOW
and acknowledged the foregoing mortgage to be her
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.



WITNESSES my hand and Notarial Seal the day and year aforesaid.

F. Earl Kreitzburg
Notary Public

*Compared and attested
to before me
May 11 1954*

FILED AND RECORDED DECEMBER 28th 1954 at 12:55 P.M.

This Mortgage, Made this 23 day of December
in the year Nineteen Hundred and fifty-four, by and between

-----HARRY D. EISEL and GWENDOLYN H. EISEL, his wife-----

of Allegany County, in the State of Maryland
parties of the first part, and THE CUMBERLAND BREWING COMPANY, a corporation
duly organized and existing under the laws of the State of Maryland.

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part, its successors and assigns, in the full sum of

SIXTEEN HUNDRED- - - - - 00/100 DOLLARS (\$1600.00)

which said indebtedness the parties of the first part hereby covenant and agree to pay unto the said party of the second part, its successors and assigns, one year from the date hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first



part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~heirs~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known as Lot No. 5 of Block No. 5 of Beall's First Addition to Frostburg, a plat of which Addition is recorded in Map Book No. 1, page 62 among the Plat Records of Allegany County, Maryland, and which property is more particularly described as follows, to wit:

BEGINNING for the same on the Southerly side of Beall Street at a point where the division line between Lots Nos. 4 and 5 of said Block No. 5 intersect the same, and running thence with said side of said Beall Street, South fifty degrees West fifty feet; thence South forty degrees East one hundred fifty feet to the Northerly side of an alley; thence with said side of said alley, North fifty degrees East fifty feet to the aforementioned division line between Lots Nos. 4 and 5; thence with said division line, North forty degrees West one hundred fifty feet to the place of beginning.

IT being the same property conveyed to Harry D. Eisel and wife, by Sally Price Lanasa, Attorney-in-Fact for Philip J. Lanasa, Jr., and Sally Price Lanasa, his wife, by deed dated October 30, 1953, and recorded in Deeds Liber No. 254, folio 398, of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~executors, administrators~~ or assigns, the aforesaid sum of SIXTEEN HUNDRED- - - - -00/100 DOLLARS (\$1600.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least SIXTEEN HUNDRED- - - - -00/100 (\$1600.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its or their ~~its~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness:

James H. Walburn

Harry D. Eisel [Seal]
HARRY D. EISEL

James H. Walburn

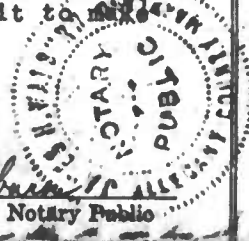
Gwendolyn H. Eisel [Seal]
GWENDOLYN H. EISEL

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 23 day of December
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
HARRY D. EISEL and GWENDOLYN H. EISEL, his wife
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared John H. Stitely,
Vice-President of The Cumberland Brewing Company
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is
Vice-President of said Company and duly authorized by it to make
this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

James H. Walburn
Notary Public



FILED AND RECORDED DECEMBER 28th 1954 at 2:20 P.M.

This Mortgage, Made this 27th day of DECEMBER, in the
year Nineteen Hundred and fifty-four by and between

Goy F. Dyer and Charlotte M. Dyer, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand & 00/100 - - - (\$8000.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-two & 80/100 - - - (\$52.80) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on Michigan Avenue and known as Lot No. 21 on the plat of Brookeland Addition to Cumberland, filed in Plat Box 114, and more particularly described as follows, to-wit:

Beginning for the same at the end of the first line of Lot No. 20 above described, said point being distant, South 54 degrees 30 minutes East 250 feet from the intersection of the easterly side of Leing's Lane with the southerly side of Michigan Avenue, and run: then with Michigan Avenue, South 54 degrees 30 minutes East 40 feet to the end of the fourth line of Lot No. 22 of said addition and with said fourth line reversed, South 35 degrees 30 minutes West 130 feet to the northerly side of an alley 13.3 feet wide and with the northerly side of said alley, North 54 degrees 30 minutes West 40 feet to the division line between Lots Nos. 21 and 20 of said addition, and with said division line, North 35 degrees 30 minutes East 130 feet to Michigan Avenue, the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles P. Bujac and Helene M. Bujac, his wife, dated the 15th day of October, 1954, and recorded among the



Land Records of Allegany County, Maryland, in Liber No. 262, folio 507.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand & 00/100 - -- - - (\$8000.00) - -- - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evi-

dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George W. Legge [SEAL]
Coy F. Dyer
Charlotte M. Dyer [SEAL]
 Coy F. Dyer
 Charlotte M. Dyer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 27th day of DECEMBER
 in the year nineteen Hundred and Fifty -FOUR, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Coy F. Dyer and Charlotte M. Dyer, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

City

FILED AND RECORDED DECEMBER 29th 1954 at 3:45 P.M.
OF REAL AND PERSONAL PROPERTY

This Mortgage, / Made this 29th day of December
in the year Nineteen Hundred and Fifty-four, by and between

William E. Castle and Amanda E. Castle, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said William E. Castle and Amanda E. Castle, his
wife,
stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Forty-Five Hundred -----
Dollars (\$ 4,500.00), to be paid with interest at the rate of six per cent (6 %) per
annum, ~~to be paid in 156 equal monthly payments~~ ^{in 156 equal monthly payments} of at least Forty-One Dollars and
Sixty-Two Cents (\$ 41.62) per month including interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

It is covenanted and agreed by the parties of the first part
herein, that in addition to making the regular monthly payments
hereinbefore provided for, that they will deposit with the Cumberland
Savings Bank an additional sum of Ten Dollars (\$10.00) per month to
be held by said Bank in a separate Escrow Account for the payment of
insurance premiums, City, County and State taxes, and other public
liens assessed against the property herein described.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted,
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with interest thereon, the said William E. Castle and Amanda E.
Castle, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

REAL ESTATE

All that lot, piece or parcel of ground, situate, lying and being
on the Westerly side of Arch Street, in the City of Cumberland,
Allegany County, Maryland, and known and designated as Lot No. 45
in the Cumberland Improvement and Investment Company's Southern
Addition to Cumberland, a Plat of which said Addition is recorded
in Plat Book No. 1, folio 35, among the Land Records of Allegany
County, Maryland, and which said lot is more particularly described
as follows:

BEGINNING for the same on the Westerly side of Arch Street at the
end of the first line of Lot No. 44, in said Addition, and running
thence with said Street North 18 degrees 34 minutes East 39.5 feet;
thence parallel with Second Street North 71 degrees 26 minutes West



100 feet to the Easterly side of Flora Alley; thence with said Alley South 18 degrees 34 minutes West 39.5 feet to the end of the second line of said Lot No. 44; and thence reversing said second line South 71 degrees 26 minutes East 100 feet to the place of beginning.

IT BEING the same property an undivided one-half interest in which was conveyed to WILLIAM E. CASTLE and AMANDA E. CASTLE, his wife, by CORA G. CASTLE, widow, by deed dated February 28th, 1951, and recorded in Liber 233, folio 75, one of the Land Records of Allegany County, Maryland, which said conveyance was made subject to a life estate in the said Cora G. Castle who departed this life August 10, 1954. It being also the same property the outstanding undivided one-half interest in which was conveyed to WILLIAM E. CASTLE and AMANDA E. CASTLE, his wife, by JAMES SHAFTER CASTLE and MARY G. CASTLE, his wife, by deed dated December 29, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

PERSONAL PROPERTY

All of the following items of personal property located in the property at No. 127 Arch Street, Cumberland, Maryland, and described as follows:

- One (1) General Electric Refrigerator
- One (1) Thor Washer & Tubs
- One (1) Detroit Jewel Gas Range
- One (1) Kitchen cabinet
- One (1) Breakfast set consisting of 1 table and 4 chairs
- One (1) Dining room suite consisting of 1 table and 4 chairs,
1 buffet and 1 china cupboard
- One (1) Moore Heater
- One (1) Music box
- One (1) Studio couch
- One (1) Desk
- One (1) Coffee table
- Three (3) upholstered chairs
- One (1) Baumer Piano and bench
- Two (2) Complete bedroom suites

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said William E. Castle and Amanda E. Castle,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Forty-Five Hundred----- Dollars
(\$ 4500.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

William E. Castle and Amanda E. Castle, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said William E. Castle and Amanda E. Castle, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said William E. Castle and Amanda E. Castle, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said William E. Castle and Amanda E. Castle, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Forty-Five Hundred-----

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Evelyn G. O'Donnell

William E. Castle
William E. Castle [Seal]

Evelyn G. O'Donnell

Amanda E. Castle
Amanda E. Castle [Seal]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29th day of December

In the year nineteen hundred and fifty -four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Castle and Amanda E. Castle, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Evelyn G. O'Donnell
Notary Public

FILED AND RECORDED DECEMBER 29th 1954 at 12:25 P.M.

This Mortgage, Made this 28th day of DECEMBER in the
year Nineteen Hundred and fifty - four by and between

Margaret C. Markwood, widow,

of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty-five Hundred & 00/100 - - - - - (\$3500.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-eight & 60/100 - - - (\$28.60) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of land in the City of Cumberland known as Lot No. 3 of the subdivision of Lots Nos. 60, 61 and 62 in Beall's First Addition to Cumberland, the plat of which division is recorded in Liber No. 73, folio 484 one of the Land Records of Allegany County, said Lot No. 3 of said division being described as follows, to-wit:

Beginning on the north side of Henderson Avenue at the beginning of the whole Lot No. 61 of Beall's First Addition, and running then with said avenue and part of the first line of said lot, North 61 1/4 degrees West 33 feet, then North 25 1/4 degrees East 120 feet to an alley 10 feet wide, and with it South 64 3/4 degrees East 33 feet to a point on the second line of Lot No. 60 of said Beall's First Addition, and then reversing said second line South 25 1/4 degrees West 122 feet to the beginning.

Being the same property which was conveyed unto the said James W. Markwood and Margaret C. Markwood, his wife, by deed of Caroline B. Lippold dated the 14th day of September, 1953, which is recorded in Liber No. 253, folio 195 Allegany County Mortgage Records,



the said James W. Markwood having heretofore departed this life leaving the said party of the first part sole owner by operation of law, as tenant by the entireties.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred & 00/100 - (\$3500.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George W. Legge *Margaret C. Markwood*
(Margaret C. Markwood)

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 28th day of DECEMBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Margaret C. Markwood, widow,

the said mortgagors herein and she acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



by hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED DECEMBER 29th 1954 at 12:25 P.M.

purchase money

This Mortgage, Made this 28th day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between
Charles T. Mower and Margaret E. Mower, his wife,

of Allegany County, in the State of Maryland, part 28 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-eight Hundred Fifty & 00/100 - - - (\$5850.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-four & 75/100 - - - (\$44.75) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated in Potomac Park Addition, a development lying along the McMullen Highway about three miles westwardly of the City of Cumberland, in Allegany County, Maryland, known and designated as Lot No. 39 of Block No. 40, on the plat of said addition as recorded in Plat Case Box No. 33, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the southerly side of Avenue M at the end of the first line of Lot No. 38 of said Block, and running then with the said side of said avenue North 38 degrees 54 minutes West 40 feet, then at right angles to said avenue, South 51 degrees 6 minutes West 120 feet to a 20 foot alley, then with said alley, South 38 degrees 54 minutes East 40 feet to the end of the second line of said Lot No. 38, and then with the second line of said lot reversed, North 51 degrees 6 minutes East 120 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Howard F. Duckworth and Mary E. Duckworth, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording

of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight Hundred Fifty & 00/100 - - (\$5850.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall

become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Charles T. Mower [SEAL]
Charles T. Mower
Margaret E. Mower [SEAL]
Margaret E. Mower

State of Maryland,

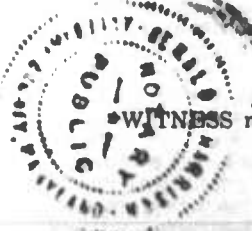
Allegany County, to-wit:

I hereby certify, That on this 28TH day of DECEMBER,

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles T. Mower and Margaret E. Mower, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Notarized and Sealed Delivered
by the Notary Public
for the County of Allegany
Nov 18 1954

FILED AND RECORDED DECEMBER 29 1954 at 12:25 P.M.

purchase money

This Mortgage, Made this 28th day of DECEMBER in the
year Nineteen Hundred and fifty-four by and between

Thomas G. Ward and Virginia R. Ward, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fourteen Thousand Five Hundred & 00/100 - - (\$14,500.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Ninety-five & 70/100 - - (\$95.70) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being at the southwesterly intersection of LaVale Court and Suburban Drive known and designated as Lot Nos 120 and 121 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded is Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection of the southerly side of LaVale Court and the westerly side of Suburban Drive, and running then with said LaVale Court North 48 degrees 20 minutes West 100 feet, then South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, and then with said LaVale Annex South 48 degrees 20 minutes East 119.5 feet to the westerly side of Suburban Drive, and then with said Suburban Drive North 34 degrees 50 minutes East 163.7 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording

of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property, as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Thousand Five Hundred & 00/100 - (\$14,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all govern-

mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

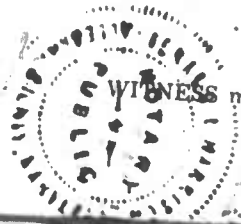
George W. Legge

Thomas G. Ward [SEAL]
Thomas G. Ward
Virginia R. Ward [SEAL]
Virginia R. Ward

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of DECEMBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
Thomas G. Ward and Virginia R. Ward, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Marked
To Mortgage Lending Co.
No. 11 35

LIBER 309 PAGE 252

FILED AND RECORDED DECEMBER 29 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 28th day of DECEMBER, 1954, by and between
DILMOND M. JAMES AND ANNA MORGAN JAMES, HIS WIFE

of FROSTBURG, in the State of Maryland, Mortgagor & , and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor & justly indebted unto the Mortgagee in the full and just sum of Five Hundred and Sixty-eight - - - - - 50/00 (\$ 568.50)

which is to be repaid in 24 consecutive monthly installments of \$ 23.70 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor & do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in ELECTION DISTRICT NO. 11, FROSTBURG, ALLEGANY COUNTY, MARYLAND, known as 19 FAIRVIEW ST. (SOMETIMES KNOWN AS THE "OLD STANTON HOUSE", FROSTBURG, MARYLAND

and more fully described in a Deed from CORA EVANS, EVA & STELLA L. HOSKEN, dated MAY 29, 1946, recorded among Land Records of ALLEGANY COUNTY, MARYLAND, Liber 209, Follo 203.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor & THEIR heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on THEIR part to be performed, then this mortgage shall be void.

AND, It is agreed that until default be made in the premises the said Mortgagor & may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor & hereby covenant to pay when legally demandable.

AND, the said Mortgagor & further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor & THEIR heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor & THEIR representatives, heirs or assigns.

WITNESS OUR hand & seal &

ATTEST:

Ralph M. Race
Ralph M. Race

Dilmond M. James
Dilmond M. James (SEAL)

Anna Morgan James
Anna Morgan James (SEAL)

STATE OF MARYLAND,

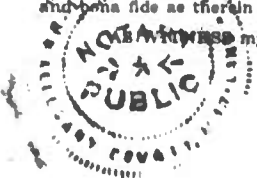
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 28th day of December, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Dilmond M. JAMES and Anna Morgan JAMES, his wife,

the Mortgagor, & named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time, also appeared ~~WILLIAM C. JAMES~~, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

/s/ Alvin Arelling/
Notary Public



Ralph M. Race

Notary Public

FILED AND RECORDED DECEMBER 30th 1954 at 2:55 P.M.

This Mortgage, Made this

December, 30th day of
in the year nineteen hundred and Fifty Four, by and between

Roy J. Canbey and Dixie M. Canby, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Seven Thousand One Hundred Fifty (\$7,150.00)
Dollars with interest from date at the rate of 4 $\frac{1}{2}$ per annum on the unpaid principal
until paid by their promissory note of even date, principal and interest being
payable at The Commercial Savings Bank of Cumberland, Maryland, on or before twenty
years after date, in monthly installments of Forty Five Dollars and Twenty Four
Cents (\$45.24), commencing on the 30th day of January, 1955, and on the 30th
day of each month thereafter until the principal and interest are fully paid.
Privilege is reserved to pay this debt in whole, or in an amount equal to one or
more monthly payments on the principal that are next due, on the 30th day of
any month prior to maturity.

And the said parties of the first part covenant and agree to pay monthly
to the party of the second part, in addition to the said payments above set forth,
a sum equal to the premiums that will next become due and payable on policies of
fire or other hazard insurance covering the mortgaged property, plus taxes and
assessments next due on the mortgaged property (as estimated by the party of the
second part) less all sums already paid therefor divided by the number of months
to elapse before one month prior to the date when such premiums, taxes and assess-
ments will become delinquent, such sums to be held in trust by the party of the
second part for the payment of such premiums, taxes or assessments.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that lot, piece or
parcel of ground situated in the City of Cumberland, Allegany County, Maryland, and
known as part of Lot No. 6 of Beall's First Addition to Cumberland, and described
as follows, to-wit:

Beginning for the same at a stone standing on the South side of
Centre Street, formerly called Jefferson Street, at the end of the first line of
Lot No. 5, and running thence with said Street, North 68 degrees West 32 feet to a
stake on the first line of Lot No. 6; and running thence with a line parallel to

Apple Alley, South $24\frac{1}{2}$ degrees West 137 feet to a stake; then North 68 degrees West 34 feet to Apple Alley; thence with the East side of Apple Alley, 10 feet to the division line between Lots Nos. 6 and 28 of said Addition; and with said division line, South 66 degrees East 66 feet to Lot No. 5; thence with the division line of Lot No. 5 to the beginning.

Being the same property conveyed by Robert J. Weisenmiller et ux to the said Roy J. Canby et ux by deed dated December 28, 1954, and to be recorded among the Land Records of Allegany County, Maryland, said deed through dated as above was delivered the same day as the delivery of this mortgage, both being part of one simultaneous transaction, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of—Seven Thousand One Hundred Fifty (\$7,150.00)—dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - Seven Thousand One Hundred Fifty (\$7,150.00) - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Roy J. Canby (SEAL)
Roy J. Canby
Dixie M. Canby (SEAL)
Dixie M. Canby

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 30th day of December in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Roy J. Canby and Dixie M. Canby, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

FILED AND RECORDED JANUARY 3rd 1955 at 8:55 A.M.

This Mortgage, Made this 31st day of December
in the year Nineteen Hundred and Fifty - Four _____, by and between

WILBUR E. HANSROTE and EVELYN W. HANSROTE, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking
corporation, duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the
party of the second part in the full and just sum of Thirty-nine
Hundred (\$3,900.00) Dollars, this day loaned the parties of the first
part, which principal sum, with interest at 5% per annum, is to be
repaid by the parties of the first part to the party of the second
part in payments of not less than Forty-Five (\$45.00) Dollars per month,
said payments to be applied first to interest and the balance to
principal; the first of said payments to be due and payable one
month from the date hereof and to continue monthly until the amount
of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said _____

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

~~trusts~~ assigns, the following property, to-wit:

First: ALL that lot or parcel of ground being designated
as Lot No. 3 of Block No. 3 in McGraw's Addition, which adjoins
Potomac Park Addition in District No. 6 in Allegany County, Maryland,
and being the same property which was conveyed to the parties of the
first part by the Cement Products Company of Cumberland, Maryland,
by deed dated June 26, 1939, and recorded among the Land Records of
Allegany County in Liber No. 184, folio 79.

Second: All those three lots numbered 8, 9, and 9½, in
Block No. 48 of Potomac Park Addition in District No. 6, in Allegany
County, Maryland, about three miles westwardly of the City of Cumber-
land, and being the same lots which were conveyed to the parties of

the first part by George L. Hanson, et ux., by deed dated April 24, 1948, and recorded among said Land Records in Liber No. 220, folio 194.

Reference to both the above mentioned deeds is hereby made for a more particular description by metes and bounds of the land herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~xxxxxxx~~ or assigns, the aforesaid sum of

Thirty-Nine Hundred (\$3,900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~their executors, administrators~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor to their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Thirty-Nine Hundred (\$3,900.00) -----

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~their~~ or assigns, to the extent

of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

[Signature]
[Signature]

Wilbur E. Hansrote [SEAL]
Wilbur E. Hansrote

Evelyn W. Hansrote [SEAL]
Evelyn W. Hansrote

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 31st day of December in the year nineteen Hundred and Fifty - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

WILBUR E. HANSROTE and EVELYN W. HANSROTE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

JOHN H. MOSNER, Cashier of the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph D. [Signature]



Compared and Made True
To Original Recording
Jan. 11 1955

FILED AND RECORDED JANUARY 3rd 1955 at 10:00 A.M.

This Mortgage, Made this 31st day of December, in the year Nineteen Hundred and fifty-four, by and between

- - - ROBERT L. POWERS and MARY McLANE POWERS, his wife,

of Allegany County, in the State of Maryland



parties of the first part, and **FROSTBURG NATIONAL BANK**, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of **Maryland**,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FIVE THOUSAND - - - - - 00/100 DOLLARS (\$5,000.00) - - - -

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~xxxx~~ and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being at the intersection of the southerly side of Wood Street with the easterly side of Loo Street, in Frostburg, Maryland, the same being known as Part of Lot No. 6, of Block No. 15, of Beall's First Addition to the Town of Frostburg, and described as follows, to wit:

Beginning at the end of the first line of Lot No. 6, at the intersection of the southerly side of Wood Street with the easterly side of Loo Street, and running with the second line thereof, South thirty-eight degrees thirty minutes East one hundred twenty-seven and eight-tenths feet to the beginning of the lot conveyed to J. Stanley Hunter and wife, by Hugh Duncan, widower, by deed dated November 10, 1936, and recorded in Deeds Liber 176, folio 224, of the Land Records of Allegany County, and running thence with the fourth line of the lot conveyed to the said J. Stanley Hunter and Ada Hunter, his wife, North fifty degrees fifty-three minutes East forty-nine and sixty-five hundredths feet to a point on the fourth line of said whole lot, thence with said fourth line, North thirty-eight degrees thirty minutes West one hundred twenty-three and three-tenths feet to the southerly side of Wood Street, and with the southerly side of Wood Street, South one degree thirty-one minutes West fifty and one-tenth feet to the place of beginning.

It being the same property which was conveyed by Olive G. Duncan, et al, to Robert L. Powers and wife, by deed dated January 22, 1947, and recorded in Deeds Liber No. 213, folio 247, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~xxxxxx~~ or assigns, the aforesaid sum of

FIVE THOUSAND - - - - - 00/100 DOLLARS (\$5,000.00) - - - -

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said party of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand - - - - -00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: as to both

Emmanuel L. Simon

Robert L. Powers [Seal]
ROBERT L. POWERS

Mary McLane Powers [Seal]
MARY McLANE POWERS

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 31st day of December in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Robert L. Powers and Mary McLane Powers, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further

made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.
 my hand and Notarial Seal the day and year aforesaid.



Edward L. Simon

Notary Public

FILED AND RECORDED JANUARY 3rd 1955 at 2:15 P.M.

This Mortgage, Made this third day of January, In the year nineteen hundred and Fifty Five by and between

Raymond R. Richardson and Phyllis W. Richardson, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Five Thousand Six Hundred Fifty (\$5,650.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before five years after date with interest at the rate of 5% per annum, in monthly payments on the principal and interest of not less than Forty Five (\$45.00) Dollars, each monthly payment to be applied first to interest and balance to reduction of principal, interest for the following month to be calculated on the principal as so reduced.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All those two lots or parcels of ground situated in the Craddock Addition to Cresaptown, Maryland.



known and designated as Lots Nos. 43 and 44 in said Addition as shown on the plat thereof fully filed for record in Plat Case Box No. 129 in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, and described as follows:

Lot No. 43. Beginning for the same at a point on the Southerly side of Warrior Drive at the end of the first line of Lot No. 42, as shown on said plat, and running then with said Warrior Drive, South 80 degrees 40 minutes East 50 feet; then South 9 degrees 20 minutes West 260 feet; then South 85 degrees 39 minutes West 51.46 feet; and then North 9 degrees 20 minutes East 271.9 feet to the point of beginning.

Being the same property conveyed by Clyde W. Westfall et ux to the said Raymond R. Richardson et ux by deed dated April 16, 1945, and recorded in Liber No. 203, folio 488, one of the Land Records of Allegany County, Maryland,

Lot No. 44. Beginning for the same at a point along the Southerly side of Warrior Drive at the end of the first line of Lot No. 43, and running thence along and with the said Southerly side of Warrior Drive, South 80 degrees 40 minutes East 50 feet; thence at right angles to said Warrior Drive, South 9 degrees 20 minutes West 239 feet to the outline of the whole property of which this is a part; thence with the outlines thereof, South 72 degrees 29 minutes West 42-57/100 feet, South 85 degrees 39 minutes West 12-58/100 feet to the end of the second line of the aforesaid Lot No. 43; thence reversing said second line, North 9 degrees 20 minutes East 260 feet to the place of beginning.

Being the same property conveyed by Kermit A. Parish et ux to the said Raymond R. Richardson et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure the purchase price for said property, \$860.00, and an additional amount.

Subject, nevertheless, to certain easements, rights acquired by the State Roads Commission of the State of Maryland for use in connection with Warrior Drive as shown on a plat thereof filed in the Office of the Clerk of the Circuit Court for Allegany County, and further subject to the specific restriction that no building or any part thereof shall be constructed on said lot within 20 feet of Warrior Drive. Reference to the two deeds aforementioned is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of Five Thousand Six Hundred Fifty (\$5,650.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Willson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in

Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least— - Five Thousand Six Hundred Fifty (\$5,650.00)— - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Raymond R. Richardson (SEAL)
Raymond R. Richardson
Phyllis W. Richardson (SEAL)
Phyllis W. Richardson

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 3rd day of January, in the year nineteen hundred and Fifty Five before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Raymond R. Richardson and Phyllis W. Richardson, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Mtge. City
Jan 11 1955

FILED AND RECORDED JANUARY 3rd 1955 at 9:30 A.M.

This Mortgage, Made this 30th day of
December in the year nineteen hundred and fifty-four, by and between

Ralph H. Breighner and Rose Ann Breighner, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Ralph H. Breighner and Rose Ann Breighner, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of
Sixty-Four Hundred Fifty (\$6450.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Ralph H. Breighner and Rose Ann Breighner, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in
Allegany County, Maryland, situated in the City of Cumberland and
known and distinguished as Lot No. 287 and one-half of Lot No. 288,
as shown on Plat of the Humbird Land and Improvement Company, which
plat is of record among the Land Records of Allegany County, Maryland,
in the back of Liber No. 73 and a table of courses and distances of
said lots is recorded among the Land Records of Allegany County in
Liber No. 84, folio 67, and said property is more particularly des-
cribed as follows:

BEGINNING for the same on the South side of Humbird
Street at the end of the first line of Lot No. 286, and running
thence with said Street, South 53½ degrees East 45 feet, thence South
36½ degrees West 125 feet to an alley, and with it, North 53½ degrees
West 45 feet to the end of the second line of Lot No. 286, and thence
reversing said second line of Lot No. 286, North 36½ degrees East 125
feet to the beginning.

Being the same property which was conveyed to the said
Ralph H. Breighner and Rose Ann Breighner, his wife, by deed from
Hartley L. Wigfield and Mildred L. Wigfield, his wife, dated December
15, 1947, and recorded in Liber No. 218, folio 379, among the Land
Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever,

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixty-Four Hundred Fifty - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixty-Four Hundred Fifty - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L Keech

Ralph H Breighner (SEAL)
Ralph H. Breighner

Rose Ann Breighner (SEAL)
Rose Ann Breighner

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30th day of December in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ralph H. Breighner and Rose Ann Breighner, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Geo A Siebert
Notary Public

Comment: Notary Seal
in Allegany County, Md.
Jan 11, 1955

FILED AND RECORDED JANUARY 3rd 1955 at 8:40 A.M.

This Mortgage, Made this 30th day of December,
in the year Nineteen Hundred and fifty-four, by and between

THOMAS W. GRACIE, SR. and MARY GRACIE, his wife, and
THOMAS W. GRACIE, JR. and JEAN B. GRACIE, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of America,
with its principal office in

of Frostburg, Allegany County, in the State of Maryland
part y, of the second part, WITNESSETH:



Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of SIX THOUSAND and 00/100 - - - - - DOLLARS (\$6,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors ~~and assigns~~ and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, and known as Lot No. 41 of McCulloh's Addition, which property was conveyed by Caroline K. Shaffer et al to Thomas Gracie et ux by deed dated July 15, 1937, and recorded in Deeds Liber 178, folio 310 among the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a more particular description of said property.

SECOND PARCEL: ALL those lots, pieces or parcels of ground lying and being in Frostburg, Allegany County, Maryland, and known as parts of Lots 52, 53 and 54 of McCulloh's Addition, which were conveyed by Lulu May Stangle et al, Executors, to Thomas W. Gracie, Jr. et ux by deed dated November 23, 1946, and recorded in Deeds Liber 212, folio 595 among the Land Records of Allegany County, Maryland, reference to which deed is hereby made for a more particular description of said property.

THIRD PARCEL: 1 - 1951 Chevrolet Town Sedan, Engine No. HAM280970, Serial No. 14HFK91837, titled in the name of Thomas William Gracie and Jean Gracie, his wife, covered by Maryland title No. E-199699, dated January 9, 1951.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors, ~~executors or assigns~~ or assigns, the aforesaid sum of - - - - -

- - - - - SIX THOUSAND - - - - - 00/100 DOLLARS (\$6,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part its successors

of the second part its successors,its, his, her or their duly constituted attorneys or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (AS TO ALL)

David R. Willetts
DAVID R. WILLETTS
David R. Willetts
DAVID R. WILLETTS

Thomas W. Gracie, Sr. [Seal]
THOMAS W. GRACIE, SR.

Mary Gracie [Seal]
MARY GRACIE

Thomas W. Gracie, Jr. [Seal]
THOMAS W. GRACIE, JR.

Jean B. Gracie [Seal]
JEAN B. GRACIE

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 30th day of December in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Thomas W. Gracie, Sr. and Mary Gracie, his wife, and
Thomas W. Gracie, Jr. and Jean B. Gracie, his wife.

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared E. Earl Kraftsburg,

Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.
Witness my hand and Notarial Seal the day and year aforesaid.



Emma L. Simons
EMMA L. SIMONS Notary Public

FILED AND RECORDED JANUARY 4" 1955 at 8:30 A.M.

RELEASE OF MORTGAGE

FOR VALUE RECEIVED, The Citizens National Bank of Westernport, Maryland, does hereby release that certain mortgage given to it by Paul Michaels, et al, Trustees of the Church of The Assembly of God of Westernport, Maryland, dated June 2, 1950 and recorded in Liber No. 236, Folio 56 of the Mortgage Records of Allegany County, Maryland.

WITNESS its corporate name and seal this 28th day of December, 1954.

THE CITIZENS NATIONAL BANK OF WESTERNPORT, MD.

By: Horace P. Whitworth
President

Attest: Charles J. Laughlin
Cashier

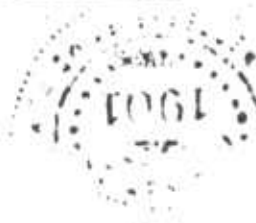
State of Maryland)
County of Allegany) ss

I hereby certify that on this 28th day of December, 1954, personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland, and did acknowledge the foregoing release of mortgage to be the act and deed of said Bank.

Witness my hand and seal.

Richard H. Whitworth
Notary Public

My commission expires May 2, 1955.



FILED AND RECORDED JANUARY 3rd 1955 at 12:55 P.M.

This Mortgage, Made this 30th day of December in the
year Nineteen Hundred and fifty-four by and between

Frederick Y. Borden and Dorothy C. Borden, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifteen Thousand & 00/100 - - - - (\$15,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Fifty & 00/100 - - (\$150.00) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Washington Street and more particularly described as follows, to-wit:

Beginning at a point on the southerly side of Washington Street as widened to 60 feet, distant North 75 degrees 54 minutes West 12.6 feet from the beginning of the whole lot conveyed to Saul Praeger and wife by John S. McCauley and wife, by deed dated September 17, 1919, and recorded in Liber No. 129, folio 342, of the Land Records of Allegany County, and running then with Washington Street North 75 degrees 54 minutes West 100 feet to Anna Hammersmith's part of the Wolf Hammersmith property, and with it South 13 degrees 1 minute West 135 feet to a 30 foot street or alley, then with said street or alley South 75 degrees 54 minutes East 100 feet, North 13 degrees 1 minute East 135 feet to the beginning on Washington Street, and being part of said subdivision "W".

Being the same property which was conveyed unto the parties of the first part by deed of Frances M. Praeger, widow, dated August 10, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 261.



"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 - - - - (\$15,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Frederick Y. Borden [SEAL]
 Frederick Y. Borden
Dorothy C. Borden [SEAL]
 Dorothy C. Borden

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 30th day of December

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick Y. Borden and Dorothy C. Borden, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

FILED AND RECORDED JANUARY 4" 1955 at 8:30 A.M.

This Mortgage, Made this Twenty-seventh day of December,

in the year Nineteen Hundred and Fifty-four -----, by and between

JOSEPH THOMAS TAYLOR and ROSE ANNA TAYLOR, his wife, -----

of Westernport, Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws,

~~XX~~ County, in the State of ~~XXXXXXXXXXXXXXXXXXXX~~

part y ----- of the second part, WITNESSETH:

Whereas, the said Joseph Thomas Taylor and Rose Anna Taylor, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of FIFTY-FIVE HUNDRED DOLLARS, (\$5500.00), as evidenced by their negotiable, promissory note, of even date herewith, for said sum of FIFTY-FIVE HUNDRED (\$5500.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK, to secure the payment of which said sum of FIFTY-FIVE HUNDRED (\$5500.00) DOLLARS, with interest as aforesaid, these presents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph Thomas Taylor and Rose Anna Taylor, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors -----

~~which~~ and assigns, the following property, to-wit: All of the following real estate situated in the Town of Westernport, Allegany County, Maryland, to wit:

All that part of Lot Number Twelve (12) in Morrison's Addition to the Town of Westernport, Allegany County, Maryland, bounded and described as follows:

BEGINNING at a post where two fences intersect, corner to Lot No. 13 and the second corner of the lot of which this is a part, and running thence with the second line thereof and a fence N. 50 degrees W. 135 feet to a post on the East bank of George's Creek; thence down said Creek bank S. 62 degrees W. 25.35 feet to a stake; thence making division lines through Lot No. 12, S. 50 degrees E. 90.5 feet to a locust stump with a small tree growing therefrom; thence S. 41 degrees 58' E. passing midway between two houses 47.7 feet to a stake in the first line of the original lot, located S. 68 degrees East 10.9 feet from the

East corner of the residence on the remainder of this lot and S. 13 degrees 13' E. 9.9 feet from the S. corner of the residence of this lot; thence with a portion of the first original line N. 52 degrees East 31 feet to the place of beginning; being the same property which was conveyed to the said parties of the first part by George Henry Robertson, Jr. and wife, by Deed dated April 9th, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 214, folio 481, and together with the sewer rights as set forth and described in said Deed; and

All of these parcels of ground located in the Town of Westernport Allegany County, Maryland, described as follows:

All that Lot or parcel of ground known as Lot No. Twenty-five (25) as laid off on the plat of Morrison's Third Addition to Westernport, and beginning for the same on the West side of Walnut Street at a peg on the Northeast corner of the School Lot and running thence N. 77½ degrees W. 92 feet to the East side of Division Street; thence running along Division Street N. 7½ degrees W. 52.3 feet to a peg; thence running S. 77½ degrees E. 111.3 feet to a peg on West side of Walnut Street thence S. 13½ degrees W. 50 feet to the place of beginning; mineral rights reserved; and being the same property which was conveyed to the said parties of the first part by the Trustees of the Church of the Assembly of God, Westernport, Maryland, by Deed dated December 24th, 1954 and to be recorded prior to the recordation of this Mortgage; and

All of that lot beginning at an iron peg at the intersection of Walnut and Cromer Street and running thence N. 24½ degrees E. 159½ feet; thence N. 77 degrees W. 92 feet; thence S. 12½ degrees E. 167 feet to the place of beginning; being a part of Morrison's Second Addition to New Reading, and being part of the same property which was conveyed to the said parties of the first by Deed from the Trustees of the Church of the Assembly of God aforesaid, excepting therefrom that portion of said lot which was conveyed by Harry V. Reeves to the Mayor and Commissioners of Westernport by Deed dated June 6, 1929, and recorded in the Land Records of said Allegany County, Maryland, in Liber No. 163, folio 587;

Reference is hereby specially made to all of the above mentioned Deeds for a more particular description of the property hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph Thomas Taylor and Rose Anna Taylor, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~xxxxxxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of FIFTY-FIVE HUNDRED DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part-----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said ----- THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~xxxxxxxxxxxxxxxxxxxx~~ and assigns, or Harry K. Drane, its ----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all

taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, -----their ----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their ----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns -----, the improvements on the hereby mortgaged land to the amount of at least FIFTY-FIVE HUNDRED (\$5500.00)----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ----- or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

J. Bunsel Mayhew Jr. *Joseph Thomas Taylor* [SEAL]
J. Bunsel Mayhew Jr. *Rose Anna Taylor* [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT

I hereby certify. That on this 29th day of December,

in the year nineteen Hundred and Fifty-four -----, before me, the subscriber,
 a Notary Public of the State of WEST VIRGINIA, in and for said County, personally appeared Joseph Thomas Taylor and Rose Anna Taylor, his wife, -----

and each ----- acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.
 My commission expires

February 7th 1961

J. Bunsel Mayhew Jr.
 Notary Public.

FILED AND RECORDED JANUARY 4th 1955 at 10:05 A.M.

This Mortgage, Made this 30th day of December
in the year Nineteen Hundred and Fifty-four, by and between

EVERETT W. WARNE and MARGUERITE WARNE, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

STANLEY WARNE and FLORENCE V. WARNE, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part, in the full and just sum of Six Thousand Dollars, (\$6,000.00), which said sum the parties of the first part promise to pay unto the parties of the second part Five (5) years after date, interest thereon at the rate of Four Per Centum (4%) Per Annum, payable quarterly, with the right to the parties of the first part to make payment of such amount on the principal of said indebtedness at any interest paying period.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being on the South side of the National Road or Union Street at the West end of the Town of Frostburg, Maryland, and known and distinguished as Lot No. 2 in the Borden Mining Company's Addition to the Town of Frostburg, and which said lot No. 2 is more particularly described as follows, to-wit:

BEGINNING for the same at a post standing on the South side of Union Street on the National Road and North 64 degrees East 3 feet from a stone marked "W" which stone stands on the 33rd line of the Borden Mining Company's resurvey called, "Borden" where said line crosses Union Street on the National Road and running thence with said Union Street North 26 degrees West 60 feet, South 64 degrees West 165 feet to Mechanic Street, and with it South 26 degrees East 60 feet to the

end of the first line of Lot No. 1, then North 64 degrees East 165 feet to the beginning.

IT BEING the same property which was conveyed to Everett W. Warne and Marguerite Warne, his wife, by John T. Blocher, et ux., by deed dated August 14, 1947, and recorded in Liber No. 216, folio 551, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their heirs,

executors, administrator or assigns, the aforesaid sum of

-----Six Thousand Dollars, (\$6,000.00),-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their heirs or

assigns, the improvements on the hereby mortgaged land to the amount of at least

-----Six Thousand Dollars, (\$6,000.00),-----

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagees their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Edw. Ryan

Everett W. Warne [SEAL]
EVERETT W. WARNE

Marguerite Warne [SEAL]
MARGUERITE WARNE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of Dec
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

EVERETT W. WARNE and MARGUERITE WARNE, his wife,
and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

STANLEY WARNE and FLORENCE V. WARNE, his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Edw. Ryan
Notary Public.



FILED AND RECORDED JANUARY 4th 1955 at 10:30 A.M.

MORTGAGE FEE—CITY OR COUNTY—Form 14.



THIS MORTGAGE, Made this 16th day of July

in the year nineteen hundred and fifty-four
ANN L. DeVORE, his wife

by and between JOHN DeVORE and

Mortgagors of ~~the~~ Allegany County,

in the State of Maryland, of the first part, and

GARRETT COAL CORPORATION, a duly incorporated body under the laws of the State of Maryland,
, Mortgagee, of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted unto the within Mortgagee in the full and just sum of Twenty-four Hundred (\$2400.00) Dollars for money loaned and advanced and being part of the purchase price of the hereinafter described property and for the repayment of said sum the said Mortgagors have made and passed their negotiable promissory note in the amount of Twenty-four Hundred (\$2400.00) Dollars unto the within Mortgagee, dated evenly herewith and made payable at the end of one (1) year from the date hereof, together with interest to accrue thereon at the rate of four percent (4%) per annum payable semi-annually, with the right to the said Mortgagors to prepay any part or all of said mortgage indebtedness at any time prior to maturity, and

WHEREAS, it was a condition precedent to the granting of said advance that these presents be executed,

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said JOHN DeVORE and ANN L. DeVORE, his wife,

do grant and convey unto GARRETT COAL CORPORATION, its successors ~~heirs~~ and assigns,

in fee simple, all that lot or parcel of ground situate and lying in ~~the~~ Allegany County, Maryland, and being located along the Westernport-McCoole Road aforesaid, and described as follows, to wit:—Beginning ~~for~~ at a stake in the recently relocated north line of State Road No. 135, located (Magnetic Bearing, July, 1954) S. 69 degrees, W. 348 feet from the 5th, corner to the tract of which this is a part; thence with new lines and the north line of said road S. 58 degrees, 57 minutes, W. 200 feet to a stake; thence leaving said road N. 16 degrees, 35 minutes, W. 150 feet to a stake; N. 58 degrees, 57 minutes, E. 200 feet to a stake; thence S. 16 degrees, 35 minutes, E. 150 feet to the place of beginning, containing .666 of an acre, and being a part of a 21 acre tract conveyed to Louis A. Fatkin by Arthur W. Ravenscroft.

BEING the same lot of ground and premises which by Deed dated July 9, 1954 and intended to be recorded among the Land Records of Allegany County, Maryland immediately prior hereto was granted and conveyed by Louis A. Fatkin and wife, unto the within Mortgagors. In the event of a sale or transfer of the within described property, whether by voluntary or involuntary sale or transfer, then this Mortgage, at the option of the within Mortgagee, shall mature and become due and payable.

Together with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of GARRETT COAL CORPORATION, its successors ~~heirs~~ and assigns, forever.

Provided, that if the said Mortgagors, their heirs

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of Twenty-four Hundred (\$2400.00) dollars, and all the instalments of interest thereon, when and as each of them shall respectively be due and payable

as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagors hereby also authorize the said Mortgagee, its successors, ~~personal representatives~~ or assigns, or Marcy M. Ehudin, its duly authorized Attorney or Agent

of the said Mortgagee, its suc/~~cessors~~ ~~personal representatives~~, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors, ~~executors, administrators~~ or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors ~~personal representatives~~ or assigns, or Marcy M. Ehudin, its ~~attorney~~ said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said parties of the first part, their heirs, executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said parties of the first part covenant to pay when legally payable.

And the said parties of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Twenty-four Hundred (\$2400.00) dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee, its suc/~~cessors~~ ~~executors, administrators~~ or assigns, to the extent of its lien or claim hereunder.

Witness the hands and seals of said Mortgagors.

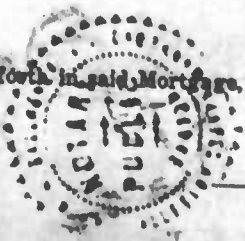
TEST:

John DeVore [SEAL]
John DeVore
Ann L. DeVore [SEAL]
Ann L. DeVore

State of Maryland, Allegany County

I Hereby Certify, that on this 19th day of July in the year one thousand nine hundred and fifty-four before me, a Notary Public of the State of Maryland, in and for the Allegany County aforesaid, personally appeared John DeVore and Ann L. DeVore, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared W. Robert Nethken, Agent for Garrett Coal Corporation,

and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.



P. H. Gallagher
Notary Public

Release recorded on next page

For value received, Garrett Coal Corporation hereby releases
the within and foregoing mortgage.
In witness whereof said Garrett Coal Corporation has duly
executed this release this 2nd day of June, 1955.

(Corporate Seal)
Attest: M. E. Gills
Secretary

Garrett Coal Corporation
By: W. Robert Nathan
President
6-17-55

FILED AND RECORDED JANUARY 4th 1955 at 3:35 P.M.

This Mortgage, Made this 3d day of ~~December~~ JANUARY
in the year Nineteen Hundred and ~~fifty-four~~ fifty-five, by and between

WILLIAM P. CHAMBERS and MARGARET H. CHAMBERS, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national
banking corporation duly incorporated under the laws of the United States of
America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the
said party of the second part, its successors and assigns, in the full sum of

SIXTY- ONE HUNDRED - - - - -00/100 DOLLARS (\$6, 100. 00)

payable one year after date of these presents, together with interest thereon at
the rate of six per centum (6%) per annum, payable quarterly, as evidenced by
the joint and several promissory note of the parties of the first part payable to
the order of the party of the second part, of even date and tenor herewith,
which said indebtedness, together with interest as aforesaid, the said parties
of the first part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land lying and being in what is known as
Grahamtown in Allegany County, Maryland, which was conveyed by Melvin G,
Henry et ux to William P. Chambers et ux by deed dated May 22, 1948, and
recorded in Daeds Liber 221, folio 216 among the Land Records of Allegany
County, Maryland, reference to which deed is hereby specifically made for a
more particular description of the property therein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors
~~executors, administrators~~ or assigns, the aforesaid sum of _____

- - -Sixty-one Hundred - - - - - - - - - -00/100 Dollars (\$6,100.00) -
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes,
assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said party
of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby
mortgaged or so much thereof as may be necessary, and to grant and convey the same to the
purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in
manner following to-wit: By giving at least twenty days' notice of the time, place, manner
and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be
at public auction for cash, and the proceeds arising from such sale to apply first to the payment of
all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to
the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-
gage, whether the same shall have been then matured or not; and as to the balance, to pay it over
to the said parties of the first part, their heirs, or assigns, and in case of
advertisement under the above power but no sale, one-half of the above commission shall be allowed
and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and
pending the existence of this mortgage, to keep insured by some insurance company or companies
successors
acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to
the amount of at least Sixty-one Hundred and 00/100 - - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or
assigns, to the extent of its lien or claim hereunder, and to place such
policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: *a t baw:*

Earl D. Wilson
Earl D. Wilson

William P. Chambers [Seal]
WILLIAM P. CHAMBERS

Margaret H. Chambers [Seal]
MARGARET H. CHAMBERS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 3d day of December JANUARY
in the year nineteen hundred and fifty ~~four~~ ^{FIVE}, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

William P. Chambers and Margaret H. Chambers, his wife,

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,

Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl D. Wilson
Notary Public



Compared and attested to me
in the presence of
J. H. Lippert, Notary Public
Jan 11, 1955

FILED AND RECORDED JANUARY 4th 1955 at 11:05 A.M.
purchase money

This Mortgage, Made this 3rd day of JANUARY in the
year Nineteen Hundred and fifty-~~four~~ ^{FIVE} by and between

Forrest G. Snider and Eleanor E. Snider, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand Eight Hundred & 00/100 -- -- (\$10,800.00) -- -- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-eight & 32/100 -- -- (\$68.32) -- -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground known and designated as Lots Nos. 2 and 3 of Block No. 8 as shown on the map of Cumberland Heights Addition, which plat is recorded among the Land Records of Allegany County, Maryland, in Liber No. 117, folio 729. The said lots being located on Hill Top Drive, in the City of Cumberland, in Allegany County, Maryland, and more particularly described as a whole as follows, to-wit:

Beginning for said parcels of ground at a point on the southeasterly side of Hill Top Drive distant 35 feet measured along the said side of Hill Top Drive in a northeasterly direction from its intersection with the northeasterly side of Talbot Street and also beginning at the end of the first line of Lot No. 1; and running then with the southeasterly side of Hill Top Drive, North 53 degrees 26 minutes East 70 feet to Lot No. 4; then on the division line between Lots Nos. 3 and 4, South 36 degrees 34 minutes East 130 feet to an alley; then with said alley, South 53 degrees 26 minutes West 70 feet to Lot No. 1; then on the division line between Lots Nos. 1 and 2, North 36 degrees 34 minutes West 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Vella Marie Brown, divorced, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the

payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand Eight Hundred & 00/100 - - (\$10,800.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after

default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Forrest G. Snider [SEAL]
Forrest G. Snider
Eleanor E. Snider [SEAL]
Eleanor E. Snider

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 3rd day of JANUARY
FIVE
in the year nineteen Hundred and Fifty Five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Forrest G. Snider and Eleanor E. Snider, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed

To Geo. W. Legge, City City
Jan 11 1955

FILED AND RECORDED JANUARY 4th 1955 at 11:10 A.M.

PURCHASE MONEY

This Mortgage, Made this 3rd day of JANUARY
FIVE
in the year Nineteen Hundred and fifty Five by and between

Francis T. Evans and Arlene B. Evans, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand (\$8000.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty Two and 40/100 (\$52.40) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of LaVale Court known and designated as part of Lot No. 136 and whole Lot No. 137 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, Folio 75, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to wit:

Beginning for the same on the northerly side of LaVale Court distant North 48 degrees 20 minutes West 94 feet from the intersection of the northerly side of LaVale Court and the westerly side of Suburban Drive, and running then with said LaVale Court North 48 degrees 20 minutes West 75 feet, then North 41 degrees 40 minutes East 162.5 feet to the southerly side of Eleanor Street, then with said street South 48 degrees 20 minutes East 75 feet to the end of the second line of Lot No. 137 in said addition, and then with said second line reversed South 41 degrees 40 minutes West 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover et al of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand (\$8000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole

of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Francis T. Evans [SEAL]
FRANCIS T. EVANS
Arlene B. Evans [SEAL]
ARLENE B. EVANS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 3rd day of JANUARY
FIVE
in the year nineteen Hundred and Fifty Five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis T. Evans and Arlene B. Evans, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 4th 1955 at 3:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 4th day of January
in the year Nineteen Hundred and Fifty -five, by and between

Paul W. Holtzman and Lallah R. Holtzman, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Paul W. Holtzman and Lallah R. Holtzman, his
wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Thirty-Five Hundred and no/100-----
Dollars (\$ 3500.00), to be paid with interest at the rate of six per cent (6%) per
annum, to be computed monthly on unpaid balances, in payments of at least Twenty-Five and
no/100-----Dollars (\$ 25.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted,
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with interest thereon, the said Paul W. Holtzman and Lallah R.
Holtzman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

All those two lots or parcels of ground lying and being in
the City of Cumberland, Allegany County, State of Maryland, situated
on the West side of Pennsylvania Avenue, in Highland Addition to
Cumberland, Maryland, designated on the Plat of said Addition as
Lots Nos. 26 and 27, and described as follows:

FIRST: Lot No. 26: Beginning at the end of the first line
of Lot No. 25 in said Addition, and running thence North 14 degrees
and 2 minutes East 40 feet with the East side of a 12 foot alley,
then South 75 degrees and 58 minutes East 103 feet to the West side
of Pennsylvania Avenue, then South 14 degrees and 2 minutes West 40
feet with the West side of Pennsylvania, then North 75 degrees 58
minutes West 103 feet with the second line of Lot No. 25 reversed
to the beginning.

SECOND: LOT NO. 27: Beginning for the same at the end of
the first line of Lot No. 26 in said Addition, and running thence
North 14 degrees and 2 minutes East 40 feet with the East side of
a 12 foot alley, thence South 75 degrees and 58 minutes East 103
feet to the West side of Pennsylvania Avenue, then South 14 degrees
and 2 minutes West 40 feet, thence with the second line of Lot No.
26 sforesaid reversed, North 75 degrees and 58 minutes West 103 feet
to the beginning.

IT BEING the same property which was conveyed unto the said
Paul W. Holtzman and Lallah R. Holtzman, his wife, by William Wilson
Hendry and Margaret G. Hendry, his wife, by deed dated the 13th
day of December, 1955, and to be recorded among the Land
Records of Allegany County, Maryland, prior to the recording of
this mortgage.

Together with the building and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul W. Holtzman and Lallah R. Holtzman,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the afore-
said sum of Thirty-Five Hundred----- Dollars
(\$ 3500.00) together with interest thereon, as and when the same shall become due
and payable, and in the meantime do and shall perform all the covenants herein on their
part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Paul W. Holtzman and Lallah R. Holtzman, his wife,

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Paul W. Holtzman and Lallah R.
Holtzman, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said CUMBERLAND
SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Paul W. Holtzman and
Lallah R. Holtzman, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Paul W. Holtzman and Lallah R. Holtzman, his
wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or assigns, the improvements
on the hereby mortgaged land to the amount of at least

Thirty-Five Hundred ----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or
their lien or claim hereunder, and to place such policy or policies forthwith in possession of the
mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with
interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest

Emelyn G. O'Donnell

Paul W. Holtzman [Seal]
Paul W. Holtzman

Emelyn G. O'Donnell

Lallah R. Holtzman [Seal]
Lallah R. Holtzman

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 4th day of January

in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul W. Holtzman and Lallah R. Holtzman, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President, and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

Witness my hand and Notarial Seal the day and year aforesaid.



E. O. Donnell
Notary Public

Cumberland, Maryland, June 14, 1955

For value received the Cumberland Savings Bank of Cumberland, Md., hereby releases the within and foregoing mortgage.

In witness whereof the Cumberland Savings Bank of Cumberland, Md., has caused these presents to be signed by its Vice President and its corporate seal hereto affixed, attested by the signature of its Cashier this 4th day of June, 1955.

(Corporate Seal)

Attest: John L. Conway

Cashier 6-22-55

Cumberland Savings Bank

Cumberland, Maryland

By: Marcus A. Naughton

Vice President

Completed and Recorded
in Ridge Branching File
June 15, 1955

FILED AND RECORDED JANUARY 5th 1955 at 2:20 P.M.

This Mortgage, Made this 4th day of ~~December~~ JANUARY
in the year Nineteen Hundred and fifty-five FIVE, by and between

GRACE QUINN and JAMES F. QUINN, her husband,

of Allegany County, in the State of Maryland.

part ~~ies~~ of the first part, and **FROSTBURG NATIONAL BANK**, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland.

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

TWO THOUSAND - - - - - 00/100 DOLLARS (\$2,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.



AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~heirs~~ and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in or near the Village of Eckhart in Allegany County, Maryland, and more particularly described in a deed from Stella Bruner et vir to Grace Quinn dated March 3, 1944, and recorded in Deeds Liber 198, folio 639, among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

Excepting therefrom all that property conveyed to Harry B. Lewis et ux by deed dated April 27, 1946, and recorded in Deeds Liber 208, folio 494 among the Land Records of Allegany County, Maryland, and excepting further all that property conveyed to the State of Maryland by deed dated April 10, 1947, and recorded in Deeds Liber 220, folio 128 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~heirs~~ or assigns, the aforesaid sum of

TWO THOUSAND - - - - -00/100 DOLLARS (\$2,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors assigns, the improvements on the hereby mortgaged land to

the amount of at least Two Thousand - - - - - 00/100 Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortgagee its successors ~~heirs or~~
assigns, to the extent of its ~~the~~ lien or claim hereunder, and to place such
policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: As of both:

Earl D. Wilson

Grace Quinn [Seal]
GRACE QUINN

James F. Quinn [Seal]
JAMES F. QUINN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of JANUARY
in the year nineteen hundred and fifty-four FIVE, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Grace Quinn and James F. Quinn, her husband,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
cashier of said Bank and duly authorized by it to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl D. Wilson
Notary Public

For value received, the Frostburg National Bank hereby
releases the within and foregoing mortgage.
In witness whereof the said Bank has caused its
Corporate name to be signed by its President, and its
Corporate seal affixed, duly attested by its Cashier this 6th
day of May, 1955.
(Corporate Seal)
Attest: F. Earl Kreitzburg
Cashier
Frostburg National Bank
By: William S. Jenkins
President
5-12-55

FILED AND RECORDED JANUARY 5th 1955 at 10:20 A.M.

SECOND PURCHASE MONEY

This Mortgage, Made this 4th day of January
in the year Nineteen Hundred and Fifty-five, by and between

Carl F. Whitman and Madeline M. Whitman, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and Clara E. Robinette, Widow,of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of FIVE HUNDRED NINETY-TWO DOLLARS AND FIFTEEN CENTS (\$592.15) which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of FIFTEEN (\$15.00) Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Carl F. Whitman and Madeline M. Whitman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Clara E. Robinette, her

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground known as Lot No. 5 in Lippold's Addition situated in the City of Cumberland, in Allegany County, State of Maryland, a plat of said Lippold's Addition is recorded among the Land Records of Allegany County, Maryland, in Deed Book 71, folio 642, which said Lot No. 5 is particularly described as follows, to-wit:

BEGINNING at a stake at the end of the first line of Lot No. 4 and running thence with said Bedford Street, (as now extended Eastwardly) North 28-5/6 degrees East 40 feet to a stake, then North 61-1/6 degrees West 128 feet to Hill Street (30 feet wide) and with said Street, South 28-5/6 degrees West 40 feet to the end of second line of Lot No. 4, South 61-1/6 degrees East 128 feet to the BEGINNING.

This being the same property which was conveyed by Clara E. Robinette, widow, unto the said Carl F. Whitman and Madeline M. Whitman his wife, by deed dated January 4, 1955, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, this mortgage being a second mortgage, second to the first mortgage from the same parties to Home Building and Loan Association, Inc., which is recorded immediately prior to this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Carl F. Whitman and Madeline M. Whitman,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Clara E. Robinette, her

executor or administrator or assigns, the aforesaid sum of FIVE HUNDRED NINETY-TWO
DOLLARS AND FIFTEEN CENTS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Carl F.

Whitman and Madeline M. Whitman, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Carl F. Whitman and Madeline M.

Whitman, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Clara E. Robinette, her

heirs, executors, administrators and assigns, or Thomas Lohr Richards,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Carl F. Whitman and

Madeline M. Whitman, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor S. their representatives, heirs or assigns.

And the said Carl F. Whitman and Madeline M. Whitman, his
wife, further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or

assigns, the improvements on the hereby mortgaged land to the amount of at least

FIVE HUNDRED NINETY-TWO DOLLARS AND FIFTEEN CENTS (\$592.15)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest

Roscoe A. Crastner

Carl F. Whitman

[SEAL]

Madeline M. Whitman

[SEAL]

Madeline M. Whitman

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 4th day of January in the year nineteen Hundred and Fifty -five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl F. Whitman and Madeline M. Whitman, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Clara E. Robinette, Widow, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Roscoe A. Crastner
Notary Public.



Compared and found correct
Thos. L. Richards, Atty. Gen.
Jan. 11 1955

FILED AND RECORDED JANUARY 5th 1955 at 10:15 A.M.

This Mortgage, Made this 4th day of January, in the year Nineteen Hundred and Fifty -five, by and between

Carl F. Whitman and Madeline M. Whitman, his wife.

of Allegany County, in the State of Maryland

part 102 of the first part, hereinafter called mortgagor S, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

Unbecars, the said mortgagee has this day loaned to the said mortgagor S, the sum of

TWENTY-FIVE HUNDRED

Dollars,

which said sum the mortgagor S agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TWENTY-FIVE Dollars,

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor S do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground known as Lot No. 5 in Lippold's Addition situated in the City of Cumberland, in Allegany County, State of Maryland, a plat of said Lippold's Addition is recorded among the Land Records of Allegany County, Maryland, in Deed Book 71, folio 642, which said Lot No. 5 is particularly described as follows, to-wit:

BEGINNING at a stake at the end of the first line of Lot No. 4 and running thence with said Bedford Street, (as now extended Eastwardly) North 28-5/8 degrees East 40 feet to a stake, then North 61-1/6 degrees West 128 feet to Hill Street (30 feet wide) and with said Street, South 28-5/8 degrees West 40 feet to the end of the second line of Lot No. 4, South 61-1/6 degrees East 128 feet to the BEGINNING.

This being the same property which was conveyed by Clara E. Robinette, Widow, unto the said Carl F. Whitman and Madeline M. Whitman, his wife, by deed dated January 7, 1955, and recorded simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a two story frame dwelling house consisting of five rooms and bath and by a concrete garage for one automobile and is known as No. 618 Bedford Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the annotated Code of Maryland.

The said mortgagor S hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mort-

gagoe, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of TWENTY-FIVE HUNDRED Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s.

Attest:

Rosalie A. Crabtree

Carl F. Whitman (SEAL)
Carl F. Whitman

Madeline M. Whitman (SEAL)
Madeline M. Whitman

(SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of January
in the year nineteen hundred and fifty - five, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl F. Whitman and Madeline M. Whitman, his wife,

the said mortgagor & herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Roscoe A. [Signature]



*Completed and filed in
To Carl F. Whitman, My City
Jan 11 1955*

FILED AND RECORDED JANUARY 5th 1955 at 9:10 A.M.

PURCHASE MONEY

This Mortgage, Made this 4th day of January

in the year Nineteen Hundred and Fifty - five, by and between
Delton E. Johnson and Nora B. Johnson, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Howard E. Johnson and Elizabeth Johnson,
his wife,

of Somerset County, in the State of Pennsylvania
parties of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona
fide indebted unto the Parties of the Second Part in the full
and just sum of Two Thousand Three Hundred (\$2,300.00) Dollars, and

which said principal sum or any balance thereof shall bear interest at the rate of four per cent (4%) per annum, said interest to be computed and payable annually hereafter and said principal sum and any other charges hereunder shall be paid within ten (10) years from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____
Delton E. Johnson and Nora B. Johnson, his wife,

do _____ give, grant, bargain and sell, convey, release and confirm unto the said
Howard E. Johnson and Elizabeth Johnson, his wife, their

heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground, known and distinguished as Lot No. 121, in the First Addition to Bowling Green, a plat of said Addition being recorded among the Land Records of Allegany County, Maryland, and said lot being more particularly described as follows:

BEGINNING for said parcel at a peg on the west side of Cresap Road at the end of the intersection of said Cresap Road with the north side of Fourth Street; and running thence with said lot, North 59 degrees 39 minutes East 24.8 feet to the end of the fourth line of Lot No. 120; and with said line reversed, North 30 degrees 21 minutes West 120 feet; thence South 10 degrees 15 minutes West 107.8 feet to the north side of Fourth Street; and with said Fourth Street, South 79 degrees 45 minutes East 59 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Howard Johnson and Elizabeth Johnson, his wife, to Delton E. Johnson and Nora B. Johnson, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Delton E. Johnson and Nora B. Johnson, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Howard E. Johnson and Elizabeth Johnson, his wife, their executors, administrators or assigns, the aforesaid sum of Two Thousand Three Hundred (\$2,300.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____
Delton E. Johnson and Nora B. Johnson, his wife,
_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Delton E. Johnson and Nora B.
Johnson, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

Howard E. Johnson and Elizabeth Johnson, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Frederick~~ Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Delton E. Johnson and Nora B. Johnson, his wife, ^{their} heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ^{their} representatives, heirs or assigns.

And the said Delton E. Johnson and Nora B. Johnson, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee ^{their} assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Three Hundred (\$2,300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgage ^{their} heirs or assigns, to the extent of ~~XXXXXX XXXX XXXX XXXX XXXX~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Manges
Earl E. Manges

Delton E. Johnson [SEAL]
Delton E. Johnson
Nora B. Johnson [SEAL]
Nora B. Johnson [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 4th day of January

in the year nineteen Hundred and Fifty -five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Delton E. Johnson and Nora B. Johnson, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Howard E. Johnson and Elizabeth Johnson, his wife,

the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Earl E. Manges
Notary Public.

FILED AND RECORDED JANUARY 5th 1955 at 9:10 A.M.THIS RELEASE OF MORTGAGE, Made and Executed this 4th day

of January, in the year One Thousand Nine Hundred Fifty-five, by John J. Tipton and Grace Tipton, his wife, of the County of Allegany and State of Maryland:

WHEREAS, the said John J. Tipton and Grace Tipton, his wife, are the holders of a certain mortgage from Leo B. Crites and Nellie G. Crites, his wife, dated the 20th day of September, 1951 and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 250, 1911b 13; and

WHEREAS, the said Leo B. Crites and Nellie G. Crites, his wife, having fully paid and satisfied said mortgage, are entitled to have the property thereby affected released from the operation and effect thereof.

WHEREFORE, NOW, This Release Witnesseth That for and in consideration of the premises and of the sum of one (\$1.00) Dollar, the said John J. Tipton and Grace Tipton, his wife, do hereby release the said mortgage and grant the property thereby affected unto the said Leo B. Crites and Nellie G. Crites, his wife, to be held by the said Leo B. Crites and Nellie G. Crites, his wife, in the same manner as if the said mortgage had never been made and executed.

WITNESSE, the hands and seals of the said releasors:

ATTEST:

Edmund H. HedgesJohn J. TiptonEdmund H. HedgesGrace Tipton

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 4th day of January, 1955, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John J. Tipton and Grace Tipton, his wife, and did each acknowledge the foregoing Release of Mortgage to be his and her respective act and deed.

WITNESS, my hand and Notarial Seal:

Edmund H. Hedges
NOTARY PUBLIC

FILED AND RECORDED JANUARY 6th 1955 at 9:30 A.M.

THIS PURCHASE MONEY MORTGAGE, made this the 4th day of January, 1955 by and between Donald F. Casteel, hereinafter called mortgagor, which expression shall include his heirs, personal representatives, successors and assigns, where the context so admits or requires of Allegany County, Maryland, party of the firstpart and the National Bank of Keyser, West Virginia, a corporation, hereinafter called mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so requires or admit, of Mineral County, West Virginia, party of the second part. WITNESSETH:

WHEREAS, said mortgagor now stands indebted unto the said mortgagee in the full and just sum of Four Hundred Thirty six dollars and twenty five cents (\$436.25) as evidenced by his installment note of even date herewith, payable in eleven monthly installments of \$36.35 and one installment of \$36.40 one of which is due on the 4th day of each succeeding month hereafter until the entire principal sum has been paid, and which said note is also signed by William E. Whitlock.

AND WHEREAS this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW THEREFORE, in consideration of the premises and the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the time of payment of said note and monthly payments the said Donald F. Casteel doth give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its personal representatives, successors and assigns, the following personal property, to-wit:

One 1951 Ford Tudor Sedan, Serial and Motor No. B1BF-112314 now titled in Maryland title No. F 476392 in the name of Grace Evelyn Lloyd, Wright's Crossing, Frostburg, but being this date transferred to Donald F. Casteel, RFD 3, Keyser, W. Va. postoffice, but who lives in Allegany county, Maryland.

It is agreed between the parties hereto that the mortgagor will not dispose of said personal property or remove from Allegany County, Maryland, the said personal property hereinbefore mentioned and described, without the consent in writing of said The National Bank of Keyser, West Virginia.

It is further agreed by and between the parties hereto that the mortgagor shall keep the above described personal property in good repair or condition during the time of this mortgage.

It is further agreed that the mortgagor will insure forthwith and pending the existence of this mortgage, by some insurance company acceptable to the mortgagee, or its personal representatives, successors and assigns, the within named personal property against fire, theft and collision, to the amount of at least \$436.25, the proceeds of any insurance paid to the mortgagor by reason of any loss or injury to be applied either to the payment of said mortgage

indebtedness or towards the repair and replacement as said mortgagee, its successors or assigns may elect.

The mortgagor shall immediately notify the mortgagee by registered mail of any and all levies which may be placed upon the said personal property by any constable, sheriff or other officer, and the mortgagor further agrees to notify the mortgagee of the making of any assignment for the benefit of creditors or of the filing of any voluntary or involuntary petition in bankruptcy, or the appointment of a Receiver for said mortgagor.

BUT in case of default being made in payment of the mortgage debt, or the monthly payments, or the interest thereon, or in any agreement, covenant or condition of this mortgage, or in the attempt to dispose of said property without permission of the said mortgagee, then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby declared to be made in trust and the said The National Bank of Keyser, West Virginia, mortgagee, its personal representatives, successors and assigns or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter to sell the property hereby mortgaged, and to transfer the same to the purchaser thereof, which sale shall be made in manner following, to-wit: By giving at least ten days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied and a commission of 10% to the party selling or making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been then matured or not, and as to the balance, to pay it over to the said Donald F. Casteel, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

WITNESS the hand and seal of said mortgagor.

Donald F. Casteel (SEAL)
Donald F. Casteel



THE NATIONAL BANK OF KEYSER, W. VA., a corp.

BY P. J. Davis
P. J. Davis, President

State of West Virginia,
County of Mineral, to-wit:

I HEREBY CERTIFY that on this 24 day of January, 1955 before me, the subscriber a Notary Public of the State of West Virginia, in and for said county of Mineral, personally appeared Donald F. Casteel, whose

name is signed to the writing above and being the within named mortgagor and acknowledged the aforesaid mortgage to be his act and deed. And at the same time before me also personally appeared P.J.Davis, President of the National Bank of Keyser, W. Va., a corporation, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial seal.

My commission expires April 15, 1963

John J. Pifer
Notary Public



FILED AND RECORDED JANUARY 6th 1955 at 3:30 P.M.

This Mortgage, Made this 3rd day of January
December in the year nineteen hundred and fifty-~~four~~five, by and between

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagees,

Witnesseth:

Whereas, the said

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Five Hundred Thirty (\$530.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of the following described real estate situated, lying and being in the Georges Creek Region, in the vicinity of Elk Lick Run, in Allegany County, Maryland, to-wit:

BEGINNING for the same at a peg standing at the end of 217.0 feet on the 15th line on the original tract as described in a deed dated June 13, 1911, by and between the Georges Creek Coal Company of Lonaconing and Elijah M. Beeman and Clara R. Beeman, his wife, and recorded in Liber No. 159, folio 413, of the Land Records of Allegany County, Maryland, and running thence with said line, North 29 degrees 0 minutes West 95.7 feet to a fence post; thence South 49 degrees 30 minutes West 259.2 feet to a peg; thence South 63 degrees 55 minutes East 102.5 feet to a peg; thence North 49 degrees 30 minutes East 199.0 feet to the place of the beginning, containing .64 acres of land, more or less.

It being the same property which was conveyed unto the said Mortgagors by Harry Beeman and wife by deed dated the 10th day of December, 1954, and duly filed for record among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Hundred Thirty (\$530.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the

day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Five Hundred Thirty (\$530.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Juan M. Elie

Dewey C. Llewellyn (SEAL)
Dewey C. Llewellyn

Rosalie F. Llewellyn (SEAL)
Rosalie F. Llewellyn

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 3rd day of December ~~January~~ in the year nineteen hundred and fifty-four ~~five~~ before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Dewey C. Llewellyn and Rosalie F. Llewellyn, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Juan M. Elie

Notary Public



FILED AND RECORDED JANUARY 6th 1955 at 3:30 P.M.
THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this 5th

day of January, 1955, by Robert W. Young and Edith M. Young, his wife, of Allegany County, in the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage dated February 25, 1954, Julian F. Schonter and Mabel I. Schonter, his wife, executed a Mortgage unto Robert W. Young and Edith M. Young, his wife, for the amount of Twenty-Eight Hundred (\$2800.00) Dollars, together with the interest thereon as therein expressed, which said Mortgage is recorded in Liber No. 303, folio 54 of the Mortgage Records of Allegany County, and which said Mortgage now constitutes a lien upon two certain properties, both situated on Emily Street in the City of Cumberland, Maryland, and

WHEREAS, the indebtedness as stated in said Mortgage has been considerably reduced, both as to principal and interest, and the said Julian F. Schonter has requested that one of said properties as included under the lien of said Mortgage be released, all of which, the said Robert W. Young and Edith M. Young, his wife, have agreed to do.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar paid unto the said Robert W. Young and Edith M. Young, his wife, by the said Julian F. Schonter, the receipt of which is hereby acknowledged, and in further consideration of the regular amortization of payments made by the said Julian F. Schonter on said Mortgage Indebtedness and the interest thereon, the said Robert W. Young and Edith M. Young, his wife, do hereby release from the lien of said Mortgage the following described property:

All that lot or parcel of ground, lying and being on Emily Street, in the City of Cumberland, Allegany County, State of Maryland, known as No. 216 Emily Street, and more particularly described as follows, to-wit:

BEGINNING at a point on Emily Street 22 feet distant from the beginning of the first line of the whole lot as described in a deed from Johnson, Stewart and Walsh Company to Mary F. Kelley, bearing date of February 26, 1907, and recorded among the Land Records of Allegany County in Liber No. 101, folio 212, and running then with the Northerly side of Emily Street, South 74 $\frac{1}{2}$ degrees West 28 feet; then reversing the fourth line of a deed from Van Spriggs Cresap, dated January 24, 1872, and recorded among the Land Records of Allegany County in Liber No. 36, folio 668, North 15 $\frac{1}{2}$ degrees West 100 feet to an alley, and with said

alley, North 74½ degrees East 28 feet; then South 15½ degrees East 100 feet to the beginning.

It being understood, covenanted and agreed, however, that said Mortgage shall be and remain a valid and subsisting lien upon the remaining property included under the lien of said Mortgage.

WITNESS our hands and seals the day and year above written.

WITNESS:

Robert W. Young (SEAL)
ROBERT W. YOUNG
Edith M. Young (SEAL)
EDITH M. YOUNG

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 5th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Robert W. Young and Edith M. Young, his wife, and each acknowledged the foregoing Deed of Partial Release of Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above written.



George R. Hughes
NOTARY PUBLIC

FILED AND RECORDED JANUARY 6th 1955 at 2:30 P.M.

This Mortgage, Made this 28th day of December,
in the year Nineteen Hundred and Fifty Four, by and between

Wilbur Reese Mock and Angela Christina Mock, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Henry W. Ford and Frances Ford, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the parties of the second part in the full and just sum of Four Thousand Five Hundred Dollars (\$4500.00) for money this day loaned the parties of the first part, and which said principal sum of Four Thousand Five Hundred Dollars (\$4500.00) together with interest at the rate of Six Per Centum (6%) Per Annum, the parties of the first part agree to repay in payments of not less than Forty Five Dollars (\$45.00) per month, said payments to apply first to interest and the balance to principal. The parties of the first part shall have the right to make additional payments on the principal amount of this mortgage at any time in amounts not less than One Hundred Dollars (\$100.00). The first of said monthly payments to be due February 1, 1955, and to continue monthly until the full amount of the principal and interest is paid.

AND WHEREAS, this mortgage shall also secure future advances as provided in Section 2 of Article 66 of the Annotated Code of Maryland (1951) or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situated approximately 500 feet South of the Bedford Road in Election District No. 23, Allegany County, Maryland, which said lot extends North 49 degrees 48 minutes East 80 feet along the Southerly side of a private road, thence leaving said road, and running South 37 degrees 0 minutes East 783.7 feet, thence South 59 degrees 23 minutes West 80.3 feet, thence North 37 degrees 0 minutes West 770.4 feet to the



Southerly side of said private road, the place of beginning, and containing 1.4 acres, more or less.

It being the same property which was conveyed unto Wilbur Reese Mock and Angela Christina Mock, his wife, by Estella P. Judy et al by deed dated September 2, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 261, folio 433.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of _____

- - - - Four Thousand Five Hundred Dollars (\$4500.00) - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

parties of the second part, their

heirs, executors, administrators and assigns, or James Alfred Avirett his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

company or companies acceptable to the mortgagee or their
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Four Thousand Five Hundred (\$4500.00) - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent
 of their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Attest

[Signature]
[Signature]

Wilbur Reese Mock [Seal]
 Wilbur Reese Mock
Angela Christina Mock [Seal]
 Angela Christina Mock

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 28th day of December,
 in the year nineteen hundred and Fifty Four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Wilbur Reese Mock and Angela Christina Mock, his wife,
 and acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Henry W. Ford, one of
 the within named mortgagees and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
 Notary Public

To: Earl L. Manges, Atty. Gen.
Jan 11, 1955

FILED AND RECORDED JANUARY 6" 1955 at 9:25 A.M.

This Mortgage, Made this 31st day of December
in the year Nineteen Hundred and Fifty-four, by and between
John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Gladys L. Brooks,
of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Four Hundred (\$400.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal and interest shall become due and payable one year from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Gladys L. Brooks, her

heirs and assigns, the following property, to-wit:

ALL of that certain property situate near the Village of Oldtown, Allegany County, Maryland, and which land is fully described in a deed dated the 30th day of April, 1945, from Douglass D. Parker and Clara B. Parker, his wife, to John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 203, folio 616; a specific reference to which said deed is hereby made for a full and complete description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, ^{their} heirs, executors, administrators or assigns, do and shall pay to the said
Gladys L. Brooks, her

executors, administrator or assigns, the aforesaid sum of
Four Hundred (\$400.00) Dollars
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said

Gladys L. Brooks, her

heirs, executors, administrators and assigns, or Earl E. Manges,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Chesapeake~~
Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John W. Ridenbaugh

and Hazel Marie Ridenbaugh, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said John W. Ridenbaugh and Hazel Marie Ridenbaugh, his
wife,

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Hundred (\$400.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, her heirs or assigns, to the extent
of her ~~XXXXXX~~ lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors:

Attest:

Eleanor Rice
Eleanor Rice

John W. Ridenbaugh [SEAL]
Hazel Marie Ridenbaugh [SEAL]
John W. Ridenbaugh
Hazel M. Ridenbaugh

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 3rd day of December

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

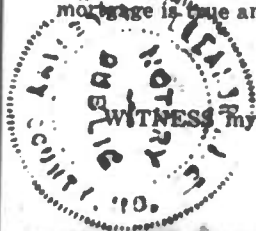
a Notary Public of the State of Maryland, in and for said County, personally appeared

John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

and acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared

Gladys L. Brooks

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Eleanor Rice

Notary Public.

Comp. & Rec. 11/1/55
To Mtge. Frostburg Tld
55

LIBER 309 PAGE 316

FILED AND RECORDED JANUARY 6th 1955 at 11:20 A.M.

of REAL AND PERSONAL PROPERTY

This Mortgage! Made this 4th day of January

in the year Nineteen Hundred and fifty-five, by and between

- - - - -GUY MALLOW and RUTH G. MALLOW, his wife- - - - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors heirs and assigns, the following property, to-wit:

FIRST PARCEL

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the Town of Frostburg, and known and distinguished as all of Lot No. 7 and part of Lot No. 6 of Block No. 26 of Beall's First Addition to the said Town of Frostburg, and being more particularly described as a whole as follows:

BEGINNING For the same at the intersection of the East side of Hill Street and the North side of Oak Street, and running thence with Hill Street North forty degrees East seventy-five feet, thence running across Lot No. 6 South fifty-four degrees East one hundred and sixty-eight feet to an alley, thence along said alley South forty degrees West seventy-five feet to Oak Street, thence with said Street North fifty-four degrees West one hundred and sixty-eight feet to the place of beginning.

IT being the same property which was conveyed by Myrtle Frazier and Horace W. Frazier, her husband, to the parties of the first part herein by deed dated September 22, 1941, and recorded in Liber No. 191, folio 421, among the Land Records of Allegany County, Maryland.

SECOND PARCEL

One - 1953 Studebaker Automobile
Regal Champion 4-door sedan,
Serial No. G1204702

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of THREE THOUSAND - - - - - 00/100 DOLLARS (\$3000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND - - - - - 00/100 (\$3000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~XXXXXXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: As to both:

Earl D. Wilson
Earl D. Wilson

Guy Mallow [Seal]
GUY MALLOW

Ruth G. Mallow [Seal]
RUTH G. MALLOW

[Seal]

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of January
in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
- - - - - GUY MALLOW and RUTH G. MALLOW, his wife - - - - -
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is
the cashier of said Bank and duly authorized by it to make this
affidavit.



F. Earl Kreitzburg
Notary Public

Compared and found correct
with original mortgage
Jan 11, 1955

FILED AND RECORDED JANUARY 7" 1955 at 10:00A.M.

This Mortgage, made this First----- day of January-----, in the
year Nineteen Hundred and fifty five, by and between George P. DeWitt, Jr. and
Pearl S. DeWitt, his wife, -----

of Westernport, Maryland-----hereinafter called Mortgagor^s, which
expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part of the first part
and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation,
organized under the National Banking Laws of the United States, hereinafter called Mortgagee,
which expression shall include its successors and assigns, of Allegany County, State of Maryland,
party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in
the principal sum of Four thousand-----Dollars (\$ 4000.00),
with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until
paid, principal and interest being payable at the office of The Citizens National Bank, in Western-
port, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors,
dated the first day of January-----, 1955, and payable on demand with interest to



the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor s shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 50.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 1st day of January-----, 1965, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor s do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westernport, in Allegany County, Maryland, known and designated on the plat of Hammond's Addition to Westernport as recorded in Liber No. 25 of the land records of Allegany County, Maryland, as lot number one hundred and twenty seven, and particularly described as beginning at the intersection of the East side of Vine Street and the South side of Johnson Street, and running thence with said Vine Street and on the Eastern side thereof, South 33 degrees West 50 feet, then South 57 degrees East 130 feet, thence North 33 degrees East 50 feet to Johnson Street and with the southern side thereof, North 57 degrees West 130 feet to the beginning.

Being the same lot of ground which was conveyed unto the parties of the first part herein by deed from Margaret Mackie DeWitt and husband, dated January 10, 1936 and recorded in Liber No. 174 Folio 298 of the land records of Allegany County, Maryland.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Four thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest

Charles J. Laughlin

George P. DeWitt, Jr. (SEAL)

Pearl S. DeWitt (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 1st day of JANUARY, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, George P. DeWitt, Jr. and Pearl S. DeWitt, his wife the within named Mortgagor, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin

Notary Public



FILED AND RECORDED JANUARY 7" 1955 at 10:10 A.M.

PURCHASE MONEY CHATTEL

This Mortgage, Made this Fifteenth day of December

in the year Nineteen Hundred and Fifty Four, by and between

Randall Robertson

of Allegany County, in the State of Maryland

part y of the first part, and JOHN SCHULTZ, PARTNER, doing business as SCHULTZ'S

ASSIGNEES FOR LAUREL STRIPPING COMPANY

of Luzerne County, in the State of Pennsylvania

part second of the second part, WITNESSETH:

Whereas, the said party of the first part is indebted unto the said party of the second part for money borrowed in the amount of SIX THOUSAND ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$6,175.00), as evidenced by the Promissory Note of the said party of the first part dated of even date herewith, made payable unto the order of the said party of the second part at the rate of Five Hundred Dollars (\$500.00) monthly plus the accrued interest of Six Percent (6%) per Annum, in the amount of SIX THOUSAND ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$6,175.00), and

WHEREAS, the said party of the first part has agreed to execute a Chattel Mortgage upon the hereinafter equipment as security for the aforesaid note, upon the aforesaid terms, and the said money herein borrowed is for the purchase price of the hereinafter described equipment, and therefore this is known as a Purchase Money Chattel Mortgage. -----

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said party of the first part -----
do es give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, their -----
heirs and assigns, the following property, to-wit:

One Koehring 1/2 yard, Model 205 Straight Front Shovel, Serial No. C-6041
One Allis Chalmers Bulldozer Hydraulic Blade, Model H.D.14,
Serial No. 1948
One Willys Jeep, Model CJ-2A, Serial No. 78178, Motor No. 79699.
with Farnsworth & Middlekauff Compressor mounted on Jeep.
Miscellaneous parts.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part -----his -----

----- heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, his -----
executor, administrator or assigns, the aforesaid sum of SIX THOUSAND ONE HUNDRED AND

SEVENTY FIVE DOLLARS (\$6,175.00) -----
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on his ----- part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part -----

----- may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said party of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second
part, his -----

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. -----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said party of the first part ,
his ----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor his ----- representatives, heirs or assigns.

And the said party of the first part -----

----- further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or his
 assigns, the improvements on the hereby mortgaged land to the amount of at least
SIX THOUSAND ONE HUNDRED AND SEVENTY FIVE Dollars;
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
 to inure to the benefit of the mortgagee his heirs or assigns, to the extent
 of his ~~any~~ lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

Harve B. Whitworth Jr. Randall Robertson [SEAL]
 Randall Robertson

Hazleton, Pennsylvania.

STATE OF PENNSYLVANIA, COUNTY OF LUZERNE, TO WIT:

I hereby certify that on this 31st day of December, 1954, before me,
 a Notary Public of the State and County aforesaid, personally appeared John
 Schultz, Partner, doing business as Schultz's Assignees for the Laurel Stripping
 Company, and made oath in due form of law that the consideration in the said
 mortgage is true and bona fide as therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
 Notarial seal the day and year first above written.

My Commission Expires September 30, 1957
 My Commission Expires

Paul C. M...
 Notary Public
Hazleton, Pa.



State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 29th day of December
 in the year nineteen Hundred and Fifty Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Randall Robertson
 and has acknowledged the foregoing mortgage to be his voluntary
 act and deed; ~~as follows:~~

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Whitworth
 Notary Public



FILED AND RECORDED JANUARY 11th 1955 at 8:30 A.M.

THIS RELEASE of VENDORS LIEN, Made this Fourth day of January, in the year Nineteen hundred and fifty-five, by and between ADEN CAMPBELL, (widower), party of the first part, and CLARENCE R. FAZENBAKER and MARY V. FAZENBAKER, his wife, parties of the second part:

WHEREAS the said Aden Campbell is the owner and holder of a Vendors Lien reserved in a Deed made by Aden Campbell and wife to the said Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife, dated on the 25th day of November, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 218, folio 584; and

WHEREAS the said Clarence E. Fazenbaker and Mary V. Fazenbaker, his wife, having fully paid and satisfied said Vendors Lien, are entitled to have the property thereby affected released from the operation and effect thereof:

NOW, THEREFORE, THIS RELEASE WITNESSETH That in consideration of the premises and of the sum of One dollar, the receipt of which is hereby acknowledged, the said Aden Campbell doth hereby release the said Vendors Lien reserved in that certain Deed made by the said Aden Campbell and Madelyn Campbell, his wife, to the said Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife, dated November 25th, 1947, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 218, folio 584.

WITNESS my hand and seal the day and year first above written.

Attest: *J. Bussell Mayhew* & *Aden Campbell* (SEAL)
Aden Campbell

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify that on this 7th day of January, 1955, before me, the subscriber, a Notary Public of the State of West Virginia, in and for Mineral County aforesaid, personally appeared Aden Campbell, (widower), and did acknowledge the foregoing Release to be his voluntary act and deed.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my Notarial Seal the day and year in this certificate written.

My commission expires

January 7th 1961

J. Bussell Mayhew
Notary Public.



FILED AND RECORDED JANUARY 8th 1955 at 10:30 A.M.

THIS BILL OF SALE, Made this 21st day of December, 1954, by and between THOMAS H. BLASH, now residing in West Palm Beach, Palm Beach County, Florida, party of the first part, and PAUL C. OWENS, of Cumberland, Allegany County, Maryland, party of the second part.

WHEREAS, the parties hereto formerly operated that business known as the Super 40 Drive-in Theatre as a partnership, and the interest of the said party of the first part was purchased by the party of the second part and said partnership terminated on July 28, 1954.

NOW, THEREFORE, THIS BILL OF SALE WITNESSETH:

That for and in consideration of the sum of Fifteen Thousand (\$15,000.00) hereby paid unto the party of the first part by the party of the second part, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant, assign, set over and transfer unto the party of the second part, his personal representatives and assigns, all his right title and interest in and to the following personal property:

1 Marque and letters

TICKET BOOTH

1 Electric Heater
1 Cash Box
1 Stool
1 Electric clock

FIELD

1 Screen Tower 40' x 50'
710 RCA In-car Speakers
355 RCA Junction Boxes with Speaker Baskets
30 Dimitec Ramp Markers
10 Exit (Dimitec) Markers
1 Neon Entrance Sign
2 Sliding Boards
8 10 ft. swings
6 child swings
4 Folding Lawn Chairs

LADIES LOUNGE

1 Rattan Settee
2 Rattan Chairs
1 Rattan Table
1 Table Lamp

MEN'S ROOM

1 Waste Can
1 Commode
3 Urinals
1 Sink
1 Towel Dispenser
1 Set Steel Partitions

LADIES' ROOM

1 Commode

3 Sets Steel Partitions
2 Towel Dispensers
2 Sinks
2 Napkin Disposal Cans
2 Waste Cans

OFFICE

1 Desk
1 Filing Cabinet
1 Check Writer
1 Adding Machine
1 Desk Chair
1 Exhaust Fan
1 Desk Lamp
3 Metal Cash Boxes
1 Paper Punch
1 Stapler
1 Desk Pen

PROJECTION ROOM

2 Projectors Model BX-62 Serial Nos. 4330 and 4881
2 Rectifiers Model 70- D2, Serial Nos. 3617 and 3655
2 Change-overs w/foot switches, Model B-11
Serial Nos. 2949 and 2922
2 Upper Magazines Model B-X 21
2 Lower Magazines Model B-X 22
2 Bases - Model B-X-6
2 Enarc Lamps w/hi-speed reflectors Model N100
Serial Nos. 28474 and 28473
1 Parts Cabinet Model MI-9760A 9760A
2 F-20 Lens Serial Nos. 147104 and 147062
1 45 RPM Record Player
1 3 Speed Webster record player
1 Microphone & Stand Model 611, Electric Voice Ser. B239
1 Golde Automatic rewind Model DH-Deluxe Ser. 3651
12 Goldburg Aluminum Reels
1 No. 3 Numade Hand rewind
1 Neutype 12 Section fim. cabinet
1 Film table Model T-102
1 Film Splicer Model R-2
1 Neumade Film Applicator Model AS-2
1 Que marker
2 Wilbur Fire extinguishers 1 qt. H-393964 and H-29704
1 Booth stool
1 Scrap Can
2 Sound heads Model MI 930A Ser. 7095 and 7097
1 Model 9405-C Monitor Speaker Ser. C2155
2 Power Amplifiers Model 9358-A Ser. C1694 and C1256
1 Amplifiers Cabinet Model MI 9378A
1 70 Watt Amplifier Model MI-12188-A Ser. 6998
2 70 Watt Amplifiers w/cabinet Model MI-12234
Ser. C-1095 and C-1153

Projection Room cont'd

1 Volume Control Model MI-9726B Ser. 1479
1 Exciter transformer Model MI-9180 Ser. K-183448-3
1 Record player table
1 Stack exhaust fan Ser. 1706022B
1 Monitor Amplifier Model M-1-9228 Ser. C1016
1 General electric transformer Catalog No. 76Q164 S - W-F

STORAGE ROOM

1 Rotary Lawn Mower
1 Lawn Boy Mower
1 Garbage Can
1 1/4" Electric Drill w/attachments
1 Work Bench
4 Chromolex 1500 Watt Electric Heaters
Odd Lot of 2' x 8' Corrugated Aluminum Sheets
Odd Lot of Tools, Nails, Paint, etc.

SNACK BAR

1 30 Gal. Electric Hot Water Heater
1 Electric Hot Plate
1 Manley Stadium Popcorn Machine Model 50-SSME Ser. 9932
1 Buckingham Beverage Dispenser Model 100A Ser. 3059

- 1 Roller Grill Model A Ser. A788
- 1 3 drawer Toastmaster Foodwarmer Model 3DL Ser. 18236
- 1 2 drawer Toastmaster Foodwarmer Model 2DS Ser. 16885
- 1 Westinghouse (Coca-Cola) Cooler Model WD20 Style Y-3960
Ser. 09539112
- 1 National Cash Register 1 1/2 to \$2.00 ME54051125 122(4)
- 1 National Cash Register 4636698 122(4)
- 1 Dripolator Coffee Urn
- 1 Cream Dispenser

TO HAVE AND TO HOLD the foregoing personal property unto the party of the second part, his personal representatives and assigns, for his own use absolutely.

WITNESS the Hand and Seal of the party of the first part.

WITNESS:

Alice D. Sullivan

Thomas H. Blash (SEAL)
THOMAS H. BLASH

STATE OF FLORIDA

COUNTY OF PALM BEACH, TO WIT:

I HEREBY CERTIFY, That on this 71 day of December, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Thomas H. Blash and acknowledged the foregoing Bill of Sale to be his act and deed.

WITNESS my hand and Notarial Seal.



MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission expires May 4, 1955
Bonded by American Surety Co. of N. Y.

Notary Public

FILED AND RECORDED JANUARY 8th 1955 at 9:25 A.M.

This Mortgage, Made this 4th day of January
in the year Nineteen Hundred and fifty-five, by and between

- - - - -VITTO SGAGGERO and JUANITA SGAGGERO, his wife- - - - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, having its principal office in

at Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that piece or parcel of ground situated in the Village of Grahams town, near Frostburg, Allegany County, Maryland, it being composed of a part of Lot No. 10 and a part of Lot No. 11 of the series of lots laid off by C. M. Graham & Co. as shown upon a plat of the same filed January 2, 1889, in Liber No. 32, folio 705 of the Land Records of Allegany County, Maryland, and more particularly described as follows: (Magnetic courses as of date of original subdivision and horizontal distances being used throughout).

BEGINNING for the same at a stake standing on the westerly side of Wright Street at the end of thirty-four and five-tenths feet on the first line of Lot No. 10 and running thence with Wright Street and the remainder of said first line of Lot No. 10 and part of the first line of Lot No. 11, North thirty-two degrees East fifty-five feet to a stake; thence lengthwise through the whole of Lot No. 11, North fifty-eight degrees West one hundred sixty feet to the easterly side of an alley which lies between and parallel to Wright and Armstrong Streets, said point also being at the end of thirty and five-tenths feet on the third line of Lot No. 11, thence with said alley and the remainder of said third line and part of the third line of Lot No. 10 South thirty-two degrees West fifty-five feet; thence lengthwise through the whole of Lot No. 10 South fifty-eight degrees East one hundred sixty feet to the beginning, containing .202 of an acre, more or less.

IT being the same property which was conveyed by Francisco Sgaggero and wife to Vitto Sgaggero and Philomena Sgaggero, his wife, by deed dated July 24, 1947, and recorded in Deeds Liber No. 216, folio 330, among the Land Records of Allegany County, Maryland; the said Vitto Sgaggero was divorced from Philomena Sgaggero in that proceeding known

as No. 23577 Equity in the Circuit Court for Allegany County, Maryland; the undivided interest of Philomena Sgaggero in the above property was conveyed to Vitto Sgaggero by deed dated November 26, 1954, and recorded in Liber No. 264, folio 121 of the aforesaid Land Records.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~or assigns~~, the aforesaid sum of THREE THOUSAND - - - - -00/100 DOLLARS (\$3000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators and assigns~~, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND - - - - -00/100 (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagors.

Witness: as to both:

Earl D. Wilson
Earl D. Wilson

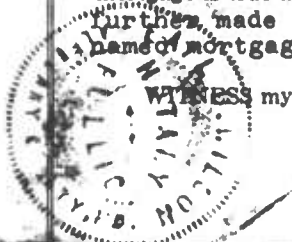
Vitto Sgaggero [Seal]
VITTO SGAGGERO

Juanita Sgaggero [Seal]
JUANITA SGAGGERO

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 4th day of January
in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
- - - - -VITTO SGAGGERO and JUANITA SGAGGERO, his wife- - - - -
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg
further made oath that he is the Cashier and agent of the within
named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



F. Earl Kreitzburg

Notary Public

FILED AND RECORDED JANUARY 8th 1955 at 10:30 A.M.
PURCHASE MONEY

THIS MORTGAGE OF REAL AND PERSONAL PROPERTY, Made this
7th day of January, 1955, by and between PAUL C. OWENS,
divorced, hereinafter called Mortgagor, which expression shall
include his heirs, personal representatives and assigns where the
context so admits or requires, of Allegany County, State of
Maryland, party of the first part, and CUMBERLAND SAVINGS BANK
OF CUMBERLAND, MARYLAND, a corporation, and THE LIBERTY TRUST
COMPANY OF CUMBERLAND, MARYLAND, a corporation, hereinafter
called Mortgagees, which expression shall include their successors
and assigns, where the context so requires or admits, of Allegany
County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS the said Mortgagor stands indebted unto Cumberland
Savings Bank of Cumberland, Maryland, in the full and just sum of
FIFTEEN THOUSAND DOLLARS (\$15,000.00), and The Liberty Trust
Company of Cumberland, Maryland, in the full and just sum of
TEN THOUSAND DOLLARS (\$10,000.00), comprising a total indebtedness
of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), payable one year
after date, with interest at the rate of six per centum (6%) per
annum, payable monthly, the first of said monthly payments of
interest to be made one month from the date of these presents,
and each month thereafter until this mortgage indebtedness has
been paid in full. It is understood and agreed by and between
the parties hereto that the party of the first part shall amortize
the within mortgage in payments on principal of not less than
Eight Hundred Dollars (\$800.00) per month, plus interest as
aforesaid, which said monthly payments shall be made on or before
the 15th day of each of the months of June, July, August, September,
October and November of each year, the first of said payments on
principal to be made on or before the 15th day of June, 1955, and
in each of the designated months thereafter on the 15th day of
each of the said months, from year to year, until the full mortgage
indebtedness, together with the interest thereon, shall have been
paid in full. Cumberland Savings Bank of Cumberland, Maryland,
and The Liberty Trust Company of Cumberland, Maryland, shall each
participate in this mortgage in accordance with their respective
interests therein, i.e. Cumberland Savings Bank shall be entitled
to receive three-fifths of the interest and principal payments
when the same are made, and The Liberty Trust Company of Cumberland,
Maryland, shall be entitled to receive two-fifths of the interest
and principal payments when the same are made, all as evidenced
by two (2) promissory notes, one payable to Cumberland Savings

Bank of Cumberland, Maryland, for the amount of \$15,000.00, and the other payable to The Liberty Trust Company of Cumberland, Maryland, for \$10,000.00, both with interest as above set forth.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul C. Owens does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagees the following property, to wit:

REAL ESTATE

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning; and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the southerly side

FILED AND RECORDED JANUARY 8th 1955 at 10:30 A.M.
PURCHASE MONEY

THIS MORTGAGE OF REAL AND PERSONAL PROPERTY, Made this
7th day of January, 1955, by and between PAUL C. OWENS,
divorced, hereinafter called Mortgagor, which expression shall
include his heirs, personal representatives and assigns where the
context so admits or requires, of Allegany County, State of
Maryland, party of the first part, and CUMBERLAND SAVINGS BANK
OF CUMBERLAND, MARYLAND, a corporation, and THE LIBERTY TRUST
COMPANY OF CUMBERLAND, MARYLAND, a corporation, hereinafter
called Mortgagees, which expression shall include their successors
and assigns, where the context so requires or admits, of Allegany
County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS the said Mortgagor stands indebted unto Cumberland
Savings Bank of Cumberland, Maryland, in the full and just sum of
FIFTEEN THOUSAND DOLLARS (\$15,000.00), and The Liberty Trust
Company of Cumberland, Maryland, in the full and just sum of
TEN THOUSAND DOLLARS (\$10,000.00), comprising a total indebtedness
of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), payable one year
after date, with interest at the rate of six per centum (6%) per
annum, payable monthly, the first of said monthly payments of
interest to be made one month from the date of these presents,
and each month thereafter until this mortgage indebtedness has
been paid in full. It is understood and agreed by and between
the parties hereto that the party of the first part shall amortize
the within mortgage in payments on principal of not less than
Eight Hundred Dollars (\$800.00) per month, plus interest as
aforesaid, which said monthly payments shall be made on or before
the 15th day of each of the months of June, July, August, September,
October and November of each year, the first of said payments on
principal to be made on or before the 15th day of June, 1955, and
in each of the designated months thereafter on the 15th day of
each of the said months, from year to year, until the full mortgage
indebtedness, together with the interest thereon, shall have been
paid in full. Cumberland Savings Bank of Cumberland, Maryland,
and The Liberty Trust Company of Cumberland, Maryland, shall each
participate in this mortgage in accordance with their respective
interests therein, i.e. Cumberland Savings Bank shall be entitled
to receive three-fifths of the interest and principal payments
when the same are made, and The Liberty Trust Company of Cumberland,
Maryland, shall be entitled to receive two-fifths of the interest
and principal payments when the same are made, all as evidenced
by two (2) promissory notes, one payable to Cumberland Savings

Bank of Cumberland, Maryland, for the amount of \$15,000.00, and the other payable to The Liberty Trust Company of Cumberland, Maryland, for \$10,000.00, both with interest as above set forth.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Paul C. Owens does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagees the following property, to wit:

REAL ESTATE

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the southerly side

of said National Highway, North 84 degrees 36 minutes East 250 feet, North 82 degrees 53 minutes East 100 feet, North 80 degrees 22 minutes East 100 feet; North 75 degrees 30 minutes East 50 feet to the place of beginning.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash by George E. Baughman, et ux, by deed dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland.

EXCEPTING, HOWEVER, from the above described property all that part thereof which was conveyed by Paul C. Owens, et al, to Merle J. Kline, et al, by deed dated June 2nd, 1950, and recorded in Liber 229, folio 491, among the Land Records of Allegany County, which said property so excepted is described as follows:

All of the following parcel of land located on the Southerly side of the National Pike about 5 miles West of the City of Cumberland, and which is more particularly described as follows, to wit:

BEGINNING at the end of the 10th line of the deed from George E. Baughman, et ux, to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

SECOND: All that tract or parcel of ground situated in LaVale, about 5 miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing at 190 feet on the second line of the first parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1940, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence (Magnetic bearings as of September, 1945, and with horizontal measurements) North 84 degrees and 36 minutes East 31-8/10 feet to an iron stake standing at the end of the second line of Lot

No. 19 of George E. Baughman's Mountain View Addition, thence with the 3rd lines of Lots Nos. 19 and 18, North 84 degrees and 36 minutes East 241-65/100 feet, thence with the third lines of Lots Nos. 17, 16, 15 and 14 of the said Mountain View Addition, North 83 degrees and 9 minutes East 359-35/100 feet, thence continuing with the Southerly lines of Lots Nos. 14, 13, 12, 11 and 10, North 82 degrees and 53 minutes East 100 feet, North 80 degrees and 22 minutes East 100 feet, North 75 degrees and 30 minutes East 100 feet, North 71 degrees and 4 minutes East 100 feet, North 69 degrees and 17 minutes East 100 feet to the East side of a 30 foot street leading from the National Highway through the aforementioned Mountain View Addition, now used as a water drain, thence with the 3rd line of Lot No. 9 and part of the 3rd line of Lot No. 8 of the said Addition North 66 degrees and 25 minutes East 115 feet, more or less, to the west side of Braddock Street as shown on Section "A" of the Peoples Park Addition, duly recorded among the Land Records of Allegany County, thence with the West side of the said Braddock Street South 18 degrees and 35 minutes East 370 feet, thence South 2 degrees and 25 minutes West 175 feet, more or less, to the center line of Braddock's Run, thence with the center line of the said Run, in a Westerly direction, about 1360 feet to the end of the aforementioned second line of the Young parcel of ground, Liber 187, folio 83, thence with the 2nd line of the said Young parcel of ground reversed North 5 degrees and 10 minutes East 370 feet to the beginning. Containing 10 acres more or less.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash, by George L. Longerbeam (unmarried) et al, by deed dated the 22nd day of October, 1949, and recorded in Liber 227, folio 10, one of the Land Records of Allegany County, Maryland.

THIRD: All the following parcel of real estate located on the Southerly side of the National Pike about 5 miles West of Cumberland and which is more particularly described as follows:

BEGINNING for the same at the end of the first line as set forth in a deed from George E. Baughman, et ux, to Harold L. Price and Merle J. Kline, dated February 18, 1949, and recorded in Liber 224, folio 367, one of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed South 75 degrees 30 minutes West 50 feet, thence with a part

of the third line of said deed, North 16 degrees 45 minutes West 50 feet, thence in a line crossing the whole Lot North 75 degrees 30 minutes East 50 feet to a point on the first line of the afore-said Baughman deed; thence with a part of said first line South 16 degrees 45 minutes East 50 feet to the beginning.

It being the same property which was conveyed unto the said Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed dated June 15, 1950, and recorded in Liber 229, folio 490, one of the Land Records of Allegany County, Maryland.

FOURTH: All of the rights, privileges and easements conveyed to Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed of easement dated June 15, 1950, and recorded in Liber 229, folio 492, one of the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular recital of said rights, privileges and easements.

FIFTH: All those pieces, parcels or lots of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 17 and Lots 18 and 19 of "Mountain View Addition to LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land hereby more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of the National Highway, which is known as Maryland U. S. Route No. 40, at the end of the sixth line in a deed from George E. Baughman, et ux, to Thomas H. Blash, et al, dated October 20, 1949, and recorded in Deed Liber 227, folio 9, among the Land Records of Allegany County, Maryland, and running thence with the said side of said Highway South 84 degrees 36 minutes West 260.45 feet to a stake; thence South 3 degrees 55 minutes West 192.25 feet to a stake; thence North 84 degrees 36 minutes East 241.65 feet to a stake, thence North 83 degrees 9 minutes East 50 feet to a stake standing at the beginning of the aforementioned sixth line in the deed from Baughman to Blash dated and recorded as aforesaid; thence with the said sixth line North 5 degrees 24 minutes West 187.27 feet, more or less, to a stake standing at the point of beginning.

It being the same property which was conveyed to Paul C. Owens, et al, by deed from George E. Baughman, et ux, dated

October 8, 1951, and recorded in Liber 235, folio 632, one of the Land Records of Allegany County, Maryland.

SIXTH: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, situated on the South side of the National Pike, U. S. Route No. 40, about 5 miles West of the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a locust stake standing on the South side of the National Pike (U. S. Route No. 40) said locust stake stands at the end of the first line of the adjoining parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1949, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence with part of the second line of the said Young property and leaving the said National Pike, South 5 degrees and no minutes West about 190 feet to an iron stake standing at the beginning of the parcel of ground conveyed by George Longerbeam, et al, to the said Paul C. Owens, et al, by deed dated the 22nd day of October, 1949, and recorded in Liber No. 227, folio 10, one of the Land Records of Allegany County, and running with the first line of the said property of the said Paul C. Owens, et al, North 84 degrees 36 minutes East 31.8 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence reversing the said second line of Lot No. 19, North 3 degrees 55 minutes East 192.25 feet to a stake standing on the South side of the National Pike (U. S. Route No. 40) thence with the said South side of the National Pike and with the first line of Lot No. 19 extended, South 84 degrees 36 minutes West about 31.8 feet to the place of beginning. Containing 13/100 of an acre more or less. Magnetic bearings as of this described parcel of ground are as of the deeds referred to.

It being the same property which was conveyed to Paul C. Owens, et al, by two deeds, the first from George E. Baughman, et ux, dated May 28, 1952, and recorded in Liber 241, folio 248, one of the Land Records of Allegany County, Maryland, and the second from The Market Buildings, Inc., dated April 30, 1952, and recorded in Liber 240, folio 447, one of the Land Records of Allegany County, Maryland.

The foregoing FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH parcels hereinbefore described and conveyed are also the same properties in and to which the outstanding one undivided

one-half interest of Thomas H. Blash and Martha Blash, his wife, was conveyed to Paul C. Owens by deed dated the ____ day of _____, 1954, and intended to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

PERSONAL PROPERTY

All of the following articles of personal property located at the Super-40 Drive In Theatre, located on the South side of the National Highway (U. S. Route 40) about five miles west of the City of Cumberland, Allegany County, Maryland, and described by location on said property as follows:

1 Marque and letters

Ticket Booth

- 1 Electric Heater
- 1 Cash Box
- 1 Stool
- 1 Electric Clock

Field

- 1 Screen Tower 40' X 50'
- 710 RCA In-car Speakers
- 355 RCA Junction Boxes with Speaker Baskets
- 30 Dimitco Ramp Markers
- 10 Exit (Dimitco) Markers
- 1 Neon Entrance Sign
- 2 Sliding Boards
- 8 10 ft. swings
- 6 child swings
- 4 Folding Lawn Chairs

Ladies Lounge

- 1 Rattan Sattae
- 2 Rattan Chairs
- 1 Rattan Table
- 1 Table Lamp

Man's Room

- 1 Waste Can
- 1 Commode
- 3 Urinals
- 1 Sink
- 1 Towel Dispenser
- 1 Sat Steel Partitions

Ladies' Room

- 3 Commodes
- 3 Sets Steel Partitions
- 2 Towel Dispensers
- 2 Sinks
- 2 Napkin Disposal Cans
- 2 Waste Cans

OFFICE

- 1 Desk
- 1 Filing Cabinet
- 1 Check Writer
- 1 Adding Machine
- 1 Desk Chair
- 1 Exhaust Fan
- 1 Desk Lamp
- 3 Metal Cash Boxes
- 1 Paper Punch

- 1 Stapler
- 1 Desk Pen

PROJECTION ROOM

- 2 Projectors Model BX-62 Serial Nos. 4330 and 4881
- 2 Rectifiers Model 70-D2, Serial Nos. 3617 and 3655
- 2 Change-overs w/foot switches, Model B-11
Serial Nos. 2949 and 2922
- 2 Upper Magazines Model B-X 21
- 2 Lower Magazines Model B-X 22
- 2 Bases Model B-X-6
- 2 Enarc Lamps w/hi-speed reflectors Model N100
Serial Nos. 28474 and 28473
- 1 Parts Cabinet Model MI-9760A
- 2 F-20 Lens Serial Nos. 147104 and 147062
- 1 45 rpm Record Player
- 1 3 Speed Webster Record Player
- 1 Microphone & Stand Model 611, Electric Voice Ser. B239
- 1 Golde Automatic rewind Model DH-Deluxe Ser. 3651
- 12 Goldberg Aluminum Reels
- 1 No. 3 Numade Hand rewind
- 1 Neutype 12 Section film. cabinet
- 1 Film table Model T-102
- 1 Film Splicer Model R-2
- 1 Neumade Film Applicator Model AS-2
- 1 Cue marker
- 2 Wilbur Fire Extinguishers 1 qt. H-393964 and H-29704
- 1 Booth stool
- 1 Scrap Can
- 2 Sound heads Model MI 930A Ser. 7095 and 7097
- 1 Model 9405-C Monitor Speaker Ser. C2155
- 2 Power Amplifiers Model 9358-A Ser. C1694 and C1256
- 1 Amplifiers Cabinet Model MI 9378A
- 1 70 Watt Amplifier Model MI-12188-A Ser. 6998
- 2 70 Watt Amplifiers w/cabinet Model MI-12234
Ser. C-1095 and C-1153
- 1 Volume Control Model MI-9726B Ser. 1479
- 1 Exciter transformer Model MI-9180 Ser. K-133448-3
- 1 Record player table
- 1 Stack exhaust fan Ser. 1706022B
- 1 Monitor Amplifier Model M-1-9228 Ser. C1016

STORAGE ROOM

- 1 Rotary Lawn Mower
- 1 Lawn Boy Mower
- 1 Garbage Can
- 1 1/4" Electric Drill w/attachments
- 1 Work Bench
- 4 Chromolow 1500 Watt Electric Heaters
- Odd Lot of 2' x 8' Corrugated Aluminum Sheets
- Odd Lot of Tools, Nails, Paint, etc.

SNACK BAR

- 1 30 Gal. Electric Hot Water Heater
- 1 Electric Hot Plate
- 1 Manley Stadium Popcorn Machine Model 50-SSME Ser. 9932
- 1 Buckingham Beverage Dispenser Model 100A Ser. 3059
- 1 Roller Grill Model A Ser. A788
- 1 3 drawer Toastmaster Foodwarmer Model 3DL Ser. 18236
- 1 2 drawer Toastmaster Foodwarmer Model 2DS Ser. 16885
- 1 Westinghouse (Coca-Cola) Cooler Model WD20 Style
Y-3960 Ser. 09539112
- 1 National Cash Register 14 to \$2.00 ME54051125 122(4)
- 1 National Cash Register 4636698 122(4)
- 1 Dripolator Coffee Urn
- 1 Cream Dispenser

IT BEING the same property described and conveyed in
a certain Bill of Sale dated December _____, 1954, from THOMAS
H. BLASH to PAUL C. OWENS.

ASSIGNMENT OF LIFE INSURANCE

This obligation is also secured by the assignment of
a certain life insurance policy on the life of Paul C. Owens

in the amount of \$25,000.00 , the same being Policy No. 3 457 866 with the Penn Mutual Life Insurance Company.

Said assignment covers present or future surrender value of said policy.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Paul C. Owens, his heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK OF CUMBERLAND, MARYLAND, and THE LIBERTY TRUST COMPANY OF CUMBERLAND, MARYLAND, their successors or assigns, the aforesaid sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Paul C. Owens may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said Paul C. Owens hereby covenants to pay when legally demandable.

BUT in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK OF CUMBERLAND, MARYLAND, and THE LIBERTY TRUST COMPANY OF CUMBERLAND, MARYLAND, their successors and/or assigns, or Gorman E. Getty or George R. Hughes, their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their

heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of 8% to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Paul C. Owens, his heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said Paul C. Owens further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their successors or assigns, the improvements on the hereby mortgaged land to the amount of at least TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said Mortgagor.

ATTEST:

Evelyn G. O'Donnell

Paul C. Owens (SEAL)
PAUL C. OWENS

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C. Owens, divorced, and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Marcus A. Naughton, Vice-President of Cumberland Savings Bank of Cumberland, Maryland, and Charles A. Piper, President of

The Liberty Trust Company of Cumberland, Maryland, the within named Mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Emerson G. O'Donnell
NOTARY PUBLIC.



Combined and Merged Document

Notary Seal of Emerson G. O'Donnell, Notary Public, Cumberland, Maryland.

FILED AND RECORDED JANUARY 8th 1955 at 10:45 A.M.

PURCHASE MONEY

THIS MORTGAGE OF REAL AND PERSONAL PROPERTY, Made this 7th day of January, 1955, by and between PAUL C. OWENS, divorced, hereinafter called Mortgagor, which expression shall include his heirs, personal representatives and assigns, where the context so admits or requires, of Allegany County, State of Maryland, party of the first part, and BERLO VENDING COMPANY, a Delaware corporation, hereinafter called Mortgagee, which expression shall include its successors and assigns, where the context so requires or admits, party of the second part,

WITNESSETH:

WHEREAS Paul C. Owens stands indebted unto Berlo Vending Company in the full and just sum of FIFTY THOUSAND DOLLARS (\$50,000.00), for money this day loaned, and which said sum the said Paul C. Owens hereby agrees to repay within two (2) years from the date hereof, with interest at the rate

of four per cent (4%) per annum, computed monthly on unpaid balances, and to secure the re-payment of which said principal sum together with the interest accruing thereon these presents are made.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premiaes and the sum of One Dollar, in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, the said Paul C. Owens does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagee the following property, to wit:

REAL ESTATE

FIRST: All that piece, parcel or lot of ground situate, lying and being in Election District No. 29, in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 12, Lots Nos. 13, 14, 15, 16 and the Easterly one-half of Lot No. 17 of "Mountain View Addition, LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land being more particularly described as follows, to wit:

BEGINNING for the said parcel of land at a stake situate 66 degrees 45 minutes West 930 feet, South 69 degrees 17 minutes West 70 feet, South 71 degrees 04 minutes West 100 feet, South 75 degrees 30 minutes West 50 feet from the intersection of Camp Ground Road and the National Pike (U. S. Route No. 40) and which said point is also at the end of the third and the beginning of the 4th line of a certain deed from George E. Baughman, et ux, unto Harold L. Price and Merle J. Kline, dated the 18th day of February, 1949, and which said deed is recorded in Liber No. 224, folio 367, one of the Land Records of Allegany County, Maryland, a specific reference to which said deed is hereby made for a fuller and more particular description of said point of beginning; and running thence with the said third line of the said Baughman to Kline deed reversed, South 16 degrees 45 minutes East approximately 186.63 feet to a stake, South 75 degrees 30 minutes West 28.15 feet; South 80 degrees 22 minutes West 100 feet; South 82 degrees 53 minutes West 100 feet, South 83 degrees 09 minutes West 309 feet to a stake; thence constructing a new division line over

and across Lot No. 17, in said Mountain View Addition, North 5 degrees 24 minutes West approximately 187.57 feet to a stake standing on the southerly side of the National Highway (U. S. Route No. 40), and running thence with the southerly side of said National Highway, North 84 degrees 36 minutes East 250 feet, North 82 degrees 53 minutes East 100 feet, North 80 degrees 22 minutes East 100 feet; North 75 degrees 30 minutes East 50 feet to the place of beginning.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash by George E. Baughman, et ux, by deed dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland.

EXCEPTING, HOWEVER, from the above described property all that part thereof which was conveyed by Paul C. Owens, et al to Merle J. Kline, et al, by deed dated June 2nd, 1950, and recorded in Liber 229, folio 491, among the Land Records of Allegany County, which said property so excepted is described as follows:

All of the following parcel of land located on the Southerly side of the National Pike about 5 miles West of the City of Cumberland, and which is more particularly described as follows, to wit:

BEGINNING at the end of the 10th line of the deed from George E. Baughman, et ux, to Paul C. Owens and Thomas H. Blash, dated the 20th day of October, 1949, and recorded in Liber 227, folio 9, one of the Land Records of Allegany County, Maryland, and running thence with a part of said tenth line reversed South 75 degrees 30 minutes West 35 feet; thence in a line crossing the whole lot South 31 degrees 08 minutes East 141.56 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of said first line reversed North 16 degrees 45 minutes West 136.63 feet to the beginning.

SECOND: All that tract or parcel of ground situated in LaVale, about 5 miles West of Cumberland, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing at 190 feet on the second line of the first parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1940, and recorded in Liber No. 187, folio

83, one of the Land Records of Allegany County, and running thence (Magnetic bearings as of September, 1945) and with horizontal measurements) North 84 degrees and 36 minutes East 31-8/10 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence with the 3rd lines of Lots Nos. 19 and 18, North 84 degrees and 36 minutes East 241-65/100 feet, thence with the third lines of Lots Nos. 17, 16, 15 and 14 of the said Mountain View Addition, North 83 degrees and 9 minutes East 359-35/100 feet, thence continuing with the Southerly lines of Lots Nos. 14, 13, 12, 11 and 10, North 82 degrees and 53 minutes East 100 feet, North 80 degrees and 22 minutes East 100 feet, North 75 degrees and 30 minutes East 100 feet, North 71 degrees and 4 minutes East 100 feet, North 69 degrees and 17 minutes East 100 feet to the East side of a 30 foot street leading from the National Highway through the aforementioned Mountain View Addition, now used as a water drain, thence with the 3rd line of Lot No. 9 and part of the 3rd line of Lot No. 8 of the said Addition North 66 degrees and 25 minutes East 115 feet, more or less, to the west side of Braddock Street as shown on Section "A" of the Peoples Park Addition, duly recorded among the Land Records of Allegany County, thence with the West side of the said Braddock Street, South 18 degrees and 35 minutes East 370 feet, thence South 2 degrees and 25 minutes West 175 feet, more or less, to the center line of Braddock's Run, thence with the center line of the said Run, in a westerly direction about 1360 feet to the end of the aforementioned second line of the Young parcel of ground, Liber 187, folio 83, thence with the 2nd line of the said Young parcel of ground reversed North 5 degrees and 10 minutes East 370 feet to the beginning. Containing 10 acres more or less.

It being the same property which was conveyed to Paul C. Owens and Thomas H. Blash, by George L. Longerbeam (unmarried) et al, by deed dated the 22nd day of October, 1949, and recorded in Liber 227, folio 10, one of the Land Records of Allegany County, Maryland.

THIRD: All the following parcel of real estate located on the Southerly side of the National Pike about 5 miles West of Cumberland and which is more particularly described as follows:

BEGINNING for the same at the end of the first line

as set forth in a deed from George E. Baughman, et ux, to Harold L. Price and Merle J. Kline, dated February 18, 1949, and recorded in Liber 224, folio 367, one of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed South 75 degrees 30 minutes West 50 feet, thence with a part of the third line of said deed, North 16 degrees 45 minutes West 50 feet, thence in a line crossing the whole Lot North 75 degrees 30 minutes East 50 feet to a point on the first line of the aforesaid Baughman deed; thence with a part of the said first line South 16 degrees 45 minutes East 50 feet to the beginning.

It being the same property which was conveyed unto the said Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed dated June 15, 1950, and recorded in Liber 229, folio 490, one of the Land Records of Allegany County, Maryland.

FOURTH: All of the rights, privileges and easements conveyed to Paul C. Owens, et al, by Harold L. Price, et ux, et al, by deed of easement dated June 15, 1950, and recorded in Liber 229, folio 492, one of the Land Records of Allegany County, Maryland, to which said deed specific reference is hereby made for a more particular recital of said rights, privileges and easements.

FIFTH: All those pieces, parcels or lots of ground situate, lying and being in Election District No. 29 in Allegany County, Maryland, and being known and designated as the Westerly one-half of Lot No. 17 and Lots 18 and 19 of "Mountain View Addition to LaVale, Cumberland, Md.," as shown on an unrecorded plat thereof, said parcel of land hereby more particularly described as follows:

BEGINNING for the same at a stake standing on the Southerly side of the National Highway, which is known as Maryland U. S. Route No. 40, at the end of the sixth line in a deed from George E. Baughman, et ux, to Thomas H. Blash, et al, dated October 20, 1949, and recorded in Deed Liber 227, folio 9, among the Land Records of Allegany County, Maryland, and running thence with the said side of said Highway South 84 degrees 36 minutes West 260.45 feet to a stake; thence South 3 degrees 55 minutes West 192.25 feet to a stake; thence North 84 degrees 36 minutes East 241.65 feet to a stake, thence North 83 degrees 9 minutes East 50 feet to a stake standing at the beginning of

the aforementioned sixth line in the deed from Baughman to Blash dated and recorded as aforesaid; thence with the said sixth line North 5 degrees 24 minutes West 187.27 feet, more or less, to a stake standing at the point of beginning.

It being the same property which was conveyed to Paul C. Owens, et al, by deed from George E. Baughman, et ux, dated October 8, 1951, and recorded in Liber 235, folio 632, one of the Land Records of Allegany County, Maryland.

SIXTH: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, situated on the South side of the National Pike, U. S. Route No. 40, about 5 miles West of the City of Cumberland, and more particularly described as follows:

BEGINNING for the same at a locust stake standing on the South side of the National Pike (U. S. Route No. 40) said locust stake stands at the end of the first line of the adjoining parcel of ground conveyed by Charles Longerbeam to Richard B. Young, et al, by deed dated the 1st day of May, 1949, and recorded in Liber No. 187, folio 83, one of the Land Records of Allegany County, and running thence with part of the second line of the said Young property and leaving the said National Pike, South 5 degrees and no minutes West about 190 feet to an iron stake standing at the beginning of the parcel of ground conveyed by George Longerbeam, et al, to the said Paul C. Owens, et al, by deed dated the 22nd day of October, 1949, and recorded in Liber No. 227, folio 10, one of the Land Records of Allegany County, and running with the first line of the said property of the said Paul C. Owens, et al, North 84 degrees 36 minutes East 31.8 feet to an iron stake standing at the end of the second line of Lot No. 19 of George E. Baughman's Mountain View Addition, thence reversing the said second line of Lot No. 19, North 3 degrees 55 minutes East 192.25 feet to a stake standing on the South side of the National Pike (U. S. Route No. 40) thence with the said South side of the National Pike and with the first line of Lot No. 19 extended, South 84 degrees 36 minutes West about 31.8 feet to the place of beginning. Containing 13/100 of an acre more or less. Magnetic bearings as of this described parcel of ground are as of the deeds referred to.

It being the same property which was conveyed to Paul C. Owens, et al, by two deeds, the first from George E. Baughman, et ux, dated May 28, 1952, and recorded in Liber 241, folio 248,

one of the Land Records of Allegany County, Maryland, and the second from The Market Buildings, Inc., dated April 30, 1952, and recorded in Liber 240, folio 447, one of the Land Records of Allegany County, Maryland.

The foregoing FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH Parcels, hereinbefore described and conveyed, are also the same properties in and to which the outstanding one undivided one-half interest of Thomas H. Blash and Martha Blash, his wife, was conveyed to Paul C. Owens by deed dated the ____ day of _____, 1954, and intended to be recorded among the Land Records of Allegany County immediately prior to the recording of this mortgage.

PERSONAL PROPERTY

All of the following described articles of personal property located at the Super 40 Drive-In Theatre, located on the South side of the National Highway (U. S. Route No. 40) about 5 miles West of the City of Cumberland, Allegany County, Maryland, and described by location on said property as follows:

1 Marque and letters

Ticket Booth

- 1 Electric Heater
- 1 Cash Box
- 1 Stool
- 1 Electric Clock

Field

- 1 Screen Tower 40' x 50'
- 710 RCA In-car Speakers
- 355 RCA Junction Boxes with Speaker Baskets
- 30 Dimitco Ramp Markers
- 10 Exit (Dimitco) Markers
- 1 Neon Entrance Sign
- 2 Sliding Boards
- 8 10 ft. swings
- 6 child swings
- 4 Folding Lawn Chairs

Ladies Lounge

- 1 Rattan Settee
- 2 Rattan Chairs
- 1 Rattan Table
- 1 Table Lamp

Men's Room

- 1 Waste Can
- 1 Commode
- 3 Urinals
- 1 Sink
- 1 Towel Dispenser
- 1 Set Steel Partitions

Ladies' Room

- 3 Commodes
- 3 Sets Steel Partitions

- 2 Towel Dispensers
- 2 Sinks
- 2 Napkin Disposal Cans
- 2 Waste Cans

Office

- 1 Desk
- 1 Filing Cabinet
- 1 Check Writer
- 1 Adding Machine
- 1 Desk Chair
- 1 Exhaust Fan
- 1 Desk Lamp
- 3 Metal Cash Boxes
- 1 Paper Punch
- 1 Stapler
- 1 Desk Pen

Projection Room

- 2 Projectors Model BX-62 Serial Nos. 4330 and 4881
- 2 Rectifiers Model 70-D2, Serial Nos. 3617 and 3655
- 2 Change-overs w/foot switches, Model B-11
Serial Nos. 2949 and 2922
- 2 Upper Magazines Model B-X 21
- 2 Lower Magazines Model B-X 22
- 2 Bases - Model B-X-6
- 2 Enarc Lamps w/hi-speed reflectors Model N100
Serial Nos. 28474 and 28473
- 1 Parts Cabinet Model MI-9760A
- 2 F-20 Lens Serial Nos. 147104 and 147062
- 1 45 RPM Record Player
- 1 3 Speed Webster record player
- 1 Microphone & Stand Model 611, Electric Voice Ser. B239
- 1 Golde Automatic rewind Model DH-Deluxe Ser. 3651

Projection Room cont'd

- 12 Goldberg Aluminum Reels
- 1 No. 3 Numade Hand rewind
- 1 Neutype 12 Section fim. cabinet
- 1 Film table Model T-102
- 1 Film splicer Model R-2
- 1 Neumade Film Applicator Model AS-2
- 1 Cue marker
- 2 Wilbur Fire extinguishers 1 qt. H-393964 and H-29704
- 1 Booth stool
- 1 Scrap Can
- 2 Sound heads Model MI 930A Ser. 7095 and 7097
- 1 Model 9405-C Monitor Speaker Ser. C2155
- 2 Power Amplifiers Model 9358-A Ser. C1694 and C1256
- 1 Amplifiers Cabinet Model MI 9378A
- 1 70 Watt Amplifier Model MI-12188-A Ser. 6998
- 2 70 Watt Amplifiers w/cabinet Model M1-12234
Ser. C-1095 and C1153
- 1 Volume Control Model M1-9726B Ser. 1479
- 1 Exciter transformer Model M1-9180 Ser. K-183448-3
- 1 Record player table
- 1 Stack exhaust fan Ser. 1706022B
- 1 Monitor Amplifier Model M-1-9228 Ser. C1016
- 1 General electric transformer Catalog No. 760164 S -W-F

Storage Room

- 1 Rotary Lawn Mower
- 1 Lawn Boy Mower
- 1 Garbage Can
- 1 1/4" Electric Drill w/attachments
- 1 Work Bench
- 4 Chromolox 1500 Watt Electric Heaters
- Odd Lot of 2' x 8' Corrugated Aluminum Sheets
- Odd Lot of Tools, Nails, Paint, etc.

Snack Bar

- 1 30 Gal. Electric Hot Water Heater
- 1 Electric Hot Plate
- 1 Manley Stadium Popcorn Machine Model 50-SSME Ser. 9932
- 1 Buckingham Beverage Dispenser Model 100A Ser. 3059
- 1 Roller Grill Model A Ser. A788
- 1 3 drawer Toastmaster Foodwarmer Model 3DL Ser. 18236
- 1 2 drawer Toastmaster Foodwarmer Model 2DS Ser. 16885
- 1 Westinghouse (Coca-Cola) Cooler Model WD20 Style Y-1960

Ser. 09539112
 1 National Cash Register 1/2 to \$2.00 ME54051125 122(4)
 1 National Cash Register 4636698 122(4)
 1 Dripolator Coffee Urn
 1 Cream Dispenser

IT BEING the same property described and conveyed
 in a certain Bill of Sale dated December _____, 1954, from
 Thomas H. Blash to Paul C. Owens.

ASSIGNMENT OF LIFE INSURANCE

This obligation is also secured by the assignment of
 a certain life insurance policy on the life of Paul C. Owens in
 the amount of \$50,000.00, the same being Policy No. 3 457 136
 with The Penn Mutual Life Insurance Company. Said assignment
 covers present or future surrender value of said policy, the
 premiums on which said policy the said Paul C. Owens covenants and
 agrees to pay promptly when the same are due and payable, or the
 Mortgagee may pay said premiums and collect the amount of the same
 with interest as paid of the mortgage debt.

TOGETHER with the buildings and improvements thereon,
 and the rights, roads, ways, waters, privileges and appurtenances,
 thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Paul C. Owens, his heirs,
 executors, administrators and assigns, does and shall pay to the
 said Berlo Vending Company, its successors or assigns, the afore-
 said sum of Fifty Thousand Dollars (\$50,000.00), together with the
 interest accruing thereon, as and when the same shall become due
 and payable, and in the meantime does and shall perform all the
 covenants herein on his part to be performed, then this mortgage
 shall be void.

AND IT IS AGREED that until default be made in the
 premises, the said Paul C. Owens may hold and possess the afore-
 said property, upon paying in the meantime, all taxes, assessments
 and public liens levied on said property, all of which taxes,
 mortgage debt and assessments, the said Paul C. Owens hereby
 covenants to pay when legally demandable.

BUT in case of default being made in payment of the
 mortgage debt aforesaid, or of the interest thereon, in whole or
 in part, or in any agreement, covenant or condition of this
 mortgage, then the entire mortgage debt intended to be hereby
 secured shall at once become due and payable, and these presents
 are hereby declared to be made in trust, and the said BERLO VENDING

COMPANY, its successors and/or assigns, or Gorman E. Getty, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Paul C. Owens, his heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said Paul C. Owens further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty Thousand Dollars (\$50,000.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of said mortgagor.

WITNESS:

Emelyn G. O'Donnell

Paul C. Owens (SEAL)
PAUL C. OWENS

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul C.

Owens, divorced, and acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared Gorman E. Getty, Attorney for Berlo Vending Company, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles H. O'Donnell
NOTARY PUBLIC.



Completed and Mailed 1/10/55

*Mortgage to Mrs. Herbert R. Murphy
Allegany County, Md.
Jan 10 1955*

FILED AND RECORDED JANUARY 10th 1955 at 2:30 P.M.
PURCHASE MONEY

This Mortgage. Made this 7th day of January,
in the year Nineteen Hundred and Fifty-five, by and between

HERBERT R. MURPHY and RITA VIRGINIA MURPHY,
his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and MARY E. REINHART

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are firmly indebted unto the party of the second part in the full and just sum of THIRTY FIVE HUNDRED DOLLARS (\$3,500.00), payable one year after date to the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable and adjustable quarterly, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

And the said parties of the first part do hereby covenant and agree with the party of the second part that they will pay the sum of not less than Thirty Five Dollars (\$35.00) per month on account of the principal of said indebtedness hereby secured until the full amount of said principal indebtedness, in addition to the interest hereinbefore provided for, is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns,

~~hereby and do hereby~~ the following property, to-wit:

All that lot or parcel of ground situated and lying in Allegany County, Maryland, and known and distinguished upon the plat of Albright's Fourth Addition to Ellerslie as Lot No. 12, and more particularly described as follows, to wit:

BEGINNING on the East side of the County Road at the intersection thereof with the South side of Allegany Street, said point being distant 35-1/2 feet on a line drawn North 66 degrees East

from a planted stone at the beginning of Lot No. 1, of said Addition, and running thence with said Street, South 84 degrees East 105 feet, thence South 6 degrees West 75 feet to Walnut Alley, and with it North 84 degrees West 100 feet to said County Road, and with it, North 2-1/4 degrees East 75 feet and 2 inches to the beginning.

IT BEING the same property conveyed by Josephine LaRue, widow, to Herbert R. Murphy and Reta Virginia Murphy, his wife, by deed dated the 6th day of January, 1955, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this mortgage, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor, administrator or assigns, the aforesaid sum of Thirty Five Hundred Dollars (\$3,500.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Party of the second part, her

heirs, executors, administrators and assigns, or Matthew J. Millaney, ~~his~~ her ~~attorney~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor & their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her

assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty Five Hundred Dollars (\$3,500.00) ~~and to~~

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~lien~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

Elizabeth Philson
Elizabeth Philson

Herbert R. Murphy [SEAL]
Herbert R. Murphy [SEAL]

Reta Virginia Murphy [SEAL]
Reta Virginia Murphy [SEAL]

State of Maryland.
Allegany County, to-wit:

I hereby certify. That on this 7th day of January,
in the year nineteen Hundred and Fifty -five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

HERBERT R. MURPHY and RESTA VIRGINIA MURPHY,
his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared MICHAEL D. REINHART,
Agent of Mary E. Reinhart,

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the duly
authorized agent of the said Mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson

Notary Public.

*Clipped and Mailed
204 299 55
25 55*

FILED AND RECORDED JANUARY 10th 1955 at 11:50 A.M.

purchase money

This Mortgage, Made this 7th day of JANUARY in the
year Nineteen Hundred and fifty -five by and between

Robert Hobell and Mary E. Hobell, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand & 00/100 - - - - (\$3000.00) - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty & 00/100 - - - - - (\$30.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of ground lying and being near the City of Cumberland, in Allegany County, Maryland, and designated on the plat of the Humbird Land and Improvement Company's Addition to said City as Lots Nos. 250 and 251, and more particularly described as follows, to-wit:

Lot No. 250: Beginning on the north side of Humbird Street at the end of the first line of Lot No. 249, and running then with said street, South $53\frac{1}{2}$ degrees East 30 feet, then North $36\frac{1}{2}$ degrees East 125 feet to an alley, and with it, North $53\frac{1}{2}$ degrees West 30 feet to the end of the second line of Lot No. 249, and with it reversed, South $36\frac{1}{2}$ degrees West, 125 feet to the beginning.

Lot No. 251: Beginning on the north side of Humbird Street at the end of the first line of Lot No. 250, and running then with said street, South $53\frac{1}{2}$ degrees East 30 feet to an alley, and with it North $36\frac{1}{2}$ degrees East 30 feet to an alley, and with it North $36\frac{1}{2}$ degrees East 125 feet to an alley, and with it North $53\frac{1}{2}$ degrees West, 30 feet to the end of the second line of Lot No. 250, and with it reversed, South $36\frac{1}{2}$ degrees West, 125 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Jacob E. Keller and Marie E. Keller, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so

advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - - (\$3000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



Robert Hobell [SEAL]
Robert Hobell

Mary E. Hobell [SEAL]
Mary E. Hobell

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 7TH day of JANUARY
in the year nineteen Hundred and Fifty -five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert Hobell and Mary E. Hobell, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 10th 1955 at 11:50 A.M.

purchase money

This Mortgage, Made this 7TH day of JANUARY in the
year Nineteen Hundred and fifty -five by and between

John F. Browning and Margaret R. Browning, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Nine Thousand & 00/100 - - - - - (\$9000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-nine & 40/100 - - - (\$59.40) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land, situate, lying and being along the southerly side of the Mason Road, in Election District No. 23, in Allegany County, Maryland, and described as follows:

Beginning for the same at a large elm tree standing at the foot of a steep hill, just southeasterly of Ivitt's Creek, it being the beginning of the farm conveyed by Isaac Hirech, et al, to Frank Grabenstein, et ux, by deed dated November 1, 1912, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 111, folio 174, it being also the beginning of the first parcel of the "Dower Tract" as described in the deed from F. Brooke Whiting, Assignee, to Edgar A. Dashiell, dated the 21st day of November, 1936, and recorded among the aforesaid Land Records in Liber No. 176, folio 155, said Elm tree also being the beginning of the tract of land called "Friend's Bad Luck", also the tract of land called "The Lawrence", also being at the end of the 11th line of the tract of land called "The Lawrence Enlarged", and running then reversing the given line of "The Lawrence", it being also the 11th line of "The Lawrence Enlarged", it being also with the first line of the above mentioned "Dower Tract", as corrected by the Magnetic Variations, North 22 degrees 7 minutes West 1222 feet to an iron pin standing along the southerly side of the Mason Road, then along and with the southerly side of the Mason Road, South 51 degrees 50 minutes West 351 feet, South 39 degrees 35 minutes West 100 feet to another iron pin, then leaving the Mason Road, South 31 degrees 50 minutes East 1391 feet to the given or last line of the above mentioned Frank Grabenstein Farm, and with it, North 12 degrees 50 minutes East 347 feet to the place of beginning, containing 9-3/4 acres.

Being the same property which was conveyed unto the parties of the first part by deed of Edgar A. Dashiell and Alva C. Dashiell, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the rights and privileges and subject to the restrictions, limitations and conditions with respect to a certain water

line leading to the dwelling on the property above described as is set forth in two certain deeds, the first from Edgar A. Dashiell, et al to Charles E. Jenkins, et ux, dated March 1, 1940, and recorded in Liber 193, folio 61, among the Land Records of Allegany County, Maryland, and the second from Edgar A. Dashiell, et al to Paul E. Greise, et ux, dated April 14, 1943, and recorded in Liber 195, folio 655, of the said Land Records, to which said deeds specific reference is hereby made for a more particular recital of said rights, privileges, restrictions, limitations and conditions.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the

repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand & 00/100 - - - - (\$9000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

  (SEAL)
John F. Browning
 (SEAL)
Margaret R. Browning

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7TH day of JANUARY

in the year nineteen Hundred and Fifty-five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

John F. Browning and Margaret R. Browning, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 10th 1955 at 11:50 A.M.

This Mortgage, Made this 7TH day of JANUARY in the
year Nineteen Hundred and fifty-five by and between

Adrien M. Holt and Elizabeth C. Holt, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
One Thousand & 00/100 - - - - - (\$1,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Nineteen & 11/100 - - - - - (\$19.11) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that part of a certain tract of land called the "Speelman Farm" lying and being in Allegany County, Maryland, and which is described as follows, to-wit:

Beginning at a point on the northern limits of the Eckhart Branch Railroad distant 6 perches on a line drawn North 71 degrees West from the end of the West wing of the Winchester Bridge and running then North 17-3/4 degrees East 11-3/5 perches, North 71-1/2 degrees West 31 perches to a hickory tree standing on the northern limits of said railroad, and with said limits South 44 degrees East 10-4/5 perches, South 50 degrees East 8 perches, South 51 degrees East 7-1/3 perches, South 62-1/2 degrees East 5-3/5 perches to the beginning.

Being the same property conveyed by Francis Martz and Helen S. Martz, his wife, to Adrian M. Holt and Elizabeth C. Holt, his wife, by deed dated the 26th day of August, 1944, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 201, folio 623.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand & 00/100 - - - - (\$1,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

[Signature]

[Signature] [SEAL]
Adrian M. Holt

[Signature] [SEAL]
Elizabeth C. Holt

_____[SEAL]

_____[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 7TH day of JANUARY
 in the year nineteen Hundred and Fifty five, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Adrian M. Holt and Elizabeth C. Holt, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge

Notary Public

FILED AND RECORDED JANUARY 11th 1955 At 12:05 P.M.
 PURCHASE MONEY lot

This Mortgage, made this seventh day of January-----, in the
 year Nineteen Hundred and fifty five, by and between George W. Wagner, single, and
 his father, Albert D. Wagner-----

of Westernport, Allegany County, Maryland hereinafter called Mortgagors, which
 expression shall include their heirs, personal representatives, successors and assigns where
 the context so admits or requires, of Allegany County, State of Maryland, part 1st of the first part
 and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation,
 organized under the National Banking Laws of the United States, hereinafter called Mortgagee,
 which expression shall include its successors and assigns, of Allegany County, State of Maryland,
 party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in
 the principal sum of seventy five hundred ----- Dollars (\$ 7500.00),
 with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until
 paid, principal and interest being payable at the office of The Citizens National Bank, in Western-
 port, Maryland, the said sum being applied to the purchase of the herein
 described lands.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors.

dated the 7th. day of January-----, 1955, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$----- each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 7th. day of January-----, 1965, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain parcel of ground situated in the town of Westernport, in Allegany County, Maryland, known and numbered as Lot No. fifty eight (58) and the adjoining half of Lot No. fifty (59) in Oak View Addition to said town. Making altogether one parcel of land, fronting sixty feet on the South side of Kalbaugh Street and extending back, the same width throughout, a distance of one hundred feet. Being the same land which was conveyed unto the said George W. Wagner, by deed from Joseph Richard Whelan and wife, dated January 7, 1955, and which deed is to be recorded among the land records of Allegany County, Maryland, at the same time as the recording of this purchase money mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Also all those certain store fixtures, equipment and appliances belonging to the parties of the first part herein located in said town of Westernport in premises owned by James A. Welsh, situated on the West side of Main Street, wherein the parties of the first part conduct a drug store and pharmacy, and consisting specially, but not completely of shelving and cabinet work, Soda Fountain and Counter, Typewriter and Adding Machine, Cash Register and including all and numerous fixtures, appliances and utensils owned by and used by the parties of the first part in carrying on said pharmacy and drug store.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least seventy five ~~thousand~~ ^{Hundred} dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Horace P. Whitworth Jr.

George W. Wagner (SEAL)

Albert D. Wagner (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 7th. day of January, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, George W. Wagner and Albert D. Wagner, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard H. Whitworth
Notary Public



FILED AND RECORDED JANUARY 11th 1955 at 12:15 P.M.

PURCHASE MONEY

This Mortgage, Made this Seventh day of January

in the year Nineteen Hundred and Fifty Five by and between

George W. Wagner, single, and Albert D. Wagner, his father,

of Allegany County, in the State of Maryland

parties of the first part, and Horace P. Whitworth Jr., and Lorelle R. Whitworth, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00), as evidenced by the Promissory Note of the said parties of the first part, dated of even date herewith, and made payable ON DEMAND unto the order of the said parties of the second part for the sum of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00), with interest at the rate of Six Percent (6%) per Annum, and

WHEREAS, it is agreed that the said parties of the first part execute this

Mortgage as security for the aforesaid note, and further agreed to pay in the reduction of said Note, until demand is made for the full amount, at least the sum of One Hundred Dollars (\$100.00) each month, plus the accrued interest as aforesaid and

WHEREAS, the said money borrowed herein is for the purchase price of the hereinafter described real estate, and therefore this is known as a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that certain parcel of land situated in the Town of Westernport, Allegany County, Maryland, known and numbered as lot No. Fifty Eight (58) and the Adjoining Westerly half of Lot Number Fifty Nine (59), in Oak View Addition to said Town, making altogether one parcel of land fronting sixty feet on the south side of Kalbaugh Street and extending back, the same width throughout, a distance of one hundred feet. Being the same property as conveyed unto Joseph Richard Whelan by Anna C. Sargus, Widow, et al., by deed dated July 15, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 211, Folio 567, and being also the same property as conveyed unto the said George W. Wagner, by deed from Joseph Richard Whelan et ux., dated January 7th, 1955, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage (Purchase Money). ALSO all of those

certain store fixtures, equipment and appliances belonging to the said parties of the first part herein located in said town of Westernport, in premises owned by James A. Welsh, situated on the West side of Main Street, wherein the parties of the first part conduct a drug store and pharmacy, and consisting specially, but not completely of shelving and cabinet work, soda fountain and counter, Typewriter and Adding Machine, Cash Register and including all and numerous fixtures, appliances and utensils owned by and used by the said parties of the first part in carrying on said pharmacy and drug store, and also all stock, wares and merchandise used in said business.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of TWENTY FIVE HUNDRED DOLLARS (\$2,500.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part, may

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their _____

heirs, executors, administrators and assigns, or _____ their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their _____

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their _____ representatives, heirs or assigns.

And the said parties of the first part _____

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or companies acceptable to the mortgagee or their _____

assigns, the improvements on the hereby mortgaged land to the amount of at least TWENTY FIVE HUNDRED & .00/100 _____

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, their _____ heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

Richard Whitworth

George W. Wagner
George W. Wagner
Albert D. Wagner

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this Seventh day of January _____ in the year nineteen Hundred and Fifty Five _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Wagner and Albert D. Wagner, his father _____

and did _____ acknowledged the foregoing mortgage to be their voluntary _____ act and deed; and at the same time before me also personally appeared _____

Horace P. Whitworth Jr., and Lorette R. Whitworth, his wife, _____ the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Whitworth



FILED AND RECORDED JANUARY 11th 1955 at 11:50 A.M.

This Mortgage, Made this 10TH day of JANUARY in the
year Nineteen Hundred and fifty FIVE by and between
Albert I. May and Lillian M. May, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Thirty-five Hundred & 00/100 - - - (\$3500.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Twenty-eight & 60/100 - - - (\$28.60) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All those lots, pieces or parcels of ground lying and being
at the intersection of the westerly side of Jeanette Street and the
northerly side of Fifth Avenue known and designated as Lots Nos.
258-259-260-261 in Cellulose City Addition, Section "A" Amended,
Cresaptown, Maryland, a plat of which said addition is recorded in
Liber No. 1, folio 46 one of the Plat Records of Allegany County, Mary-
land, which said lots are more particularly described as a whole as
follows, to-wit:

Beginning for the same at the intersection of the westerly
side of Jeanette Street and the northerly side of Fifth Avenue and
running then with said Jeanette Street North 00 degrees 15 minutes
East 97.6 feet, then South 88 degrees 44 minutes West 50 feet, then
South 00 degree 15 minutes West 48.8 feet, then South 88 degrees 44
minutes West 118 feet to the easterly side of Winchester Avenue, then
with said Winchester Avenue South 00 degree 15 minutes West 48.8 feet
to the northerly side of Fifth Avenue, then with said Fifth Avenue North
88 degrees 44 minutes East 168 feet to the place of beginning.

Being the same property which was conveyed unto the parties of
the first part by deed of Edward H. Borgman dated August 11, 1953,



recorded in Liber No. 252, folio 322 one of the Land Records of Allegany County, Maryland, it also being part of the property which was conveyed unto the parties of the first part by Confirmatory Deed of Edwin M. Horschler, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

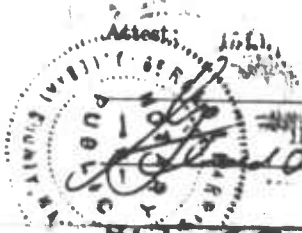
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred & 00/100 -- (\$3500.00) -- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized to sell the premises after default under

the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors



Albert I. May [SEAL]
Albert I. May

Lillian M. May [SEAL]
Lillian M. May

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 10TH day of JANUARY in the year nineteen Hundred and Fifty FIVE, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Albert I. May and Lillian M. May, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

To the City of
Jan 25 1955

LIBER 309 PAGE 370

SECOND

FILED AND RECORDED JANUARY 11th 1955 at 11:55 A.M.
This Mortgage, Made this 10TH day of JANUARY
in the year Nineteen Hundred and Fifty FIVE, by and between

Albert I. May and Lillian M. May, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and

Edward H. Borgman,
of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the principal sum of \$1600.00 to be repaid with interest at the rate of $5\frac{1}{2}\%$ per annum computed monthly on unpaid balances, which said principal together with the interest accruing thereon is to be amortized by the payment of at least \$13.08 per month, the first monthly payment of principal and interest being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment to be applied first to the accrued interest and the balance unto the principal to secure which said principal with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Albert I. May and Lillian M. May, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said
Edward H. Borgman, his

heirs and assigns, the following property, to-wit:

All those lots, pieces or parcels of ground lying and being at the intersection of the westerly side of Jeanette Street and the northerly side of Fifth Avenue known and designated as Lots Nos. 258-259-260-261 in Cellulose City Addition, Section "A" Amended, Cresaptown, Maryland, a plat of which said addition is recorded in Liber 1, folio 46 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection of the westerly side of Jeanette Street and the northerly side of Fifth Avenue, and running then with said Jeanette Street North 00 degrees 15 minutes East 97.6 feet, then South 88 degrees 44 minutes West 50 feet, then South 00 degrees 15 minutes West 48.8 feet, then South 88 degrees 44 minutes West 118 feet to the easterly side of Winchester Avenue, and then with said Winchester Avenue South 00 degrees 15 minutes West 48.8 feet to the northerly side of Fifth Avenue, then with said Fifth Avenue North 88 degrees 44 minutes East 168 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Edward H. Borgman dated August 11, 1953, recorded in Liber No. 252, folio 322 one of the Land Records of Allegany County, Maryland, it also being part of the property which was conveyed unto the parties of the first part by Confirmatory Deed of Edwin M. Horschler, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

This is a second mortgage and is subject to the lien of the first mortgage from the parties of the first part unto the First Federal Savings and Loan Association of Cumberland, of even date which is intended to be recorded among the Mortgage Records of Allegany County, Maryland, prior to the recording of these presents. ~~Together~~ with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Albert I. May & Lillian M. May, his wife,
their heirs, executors, administrators or assigns, do and shall pay to the said
Edward H. Borgman, his
 executors, administrators or assigns, the aforesaid sum of _____

Sixteen Hundred (\$1600.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Albert I. May and Lillian M. May, his wife,
 _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Albert I. May and Lillian M.
May, his wife,
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

Edward H. Borgman, his

heirs, executors, administrators and assigns, or Harry I. Stagmaier
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Albert I. May and
Lillian M. May, his wife, their heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Albert I. May and Lillian M. May, his wife,

further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixteen Hundred & 00/100 - - - - (\$1600.00) - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, his heirs or assigns, to the extent
 of his their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

James L. Hanis

Albert I. May [SEAL]
Lillian M. May [SEAL]
 Albert I. May
 Lillian M. May

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 10TH day of JANUARY
FIVE
 in the year nineteen Hundred and Fifty - 1955, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Albert I. May and Lillian M. May, his wife,

and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared

Edward H. Borgman,

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



James L. Hanis
 Notary Public.

FILED AND RECORDED JANUARY 11th 1955 at 11:45 A.M.

purchase money

This Mortgage, Made this 5th day of January in the year Nineteen Hundred and fifty ~~four~~ FIVE by and between

John W. Groves and Callie H. Groves, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-four Hundred & 00/100 - - - - (\$2400.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5¹ per cent. per annum, in the manner following:

By the payment of Thirty & 00/100 - - - - (\$30.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the southerly side of Oak Alley in the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a chiseled "X" on the westerly face of the stone wall running along the easterly boundary of the property herein described, said chiseled "X" also stands on the southerly side of Oak Alley and at the end of the second line of the whole property of which this is a part as conveyed by Lewis M. Wilson, Trustee, to Edith M. Smallwood by deed dated October 23, 1941, which is recorded in Liber 191, folio 622, one of the Land Records of Allegany County, Maryland, said chiseled "X" also stands at the end of the first line of the adjoining property as conveyed by John T. Edwards to Mary A. Dickey by deed dated July 14, 1900, which is recorded in Liber 87, folio 389, one of the Land Records of Allegany County, Maryland, and running then with the said southerly side of Oak Alley and the third line of the said Smallwood deed South 76 degrees 18 minutes West 25.55 feet to an iron stake, then leaving the said southerly side of Oak Alley at a right angle and running with part of the fourth line of the said Smallwood deed South 13 degrees 42 minutes East 34.25 feet to a chiseled "T" on the concrete wall running along the westerly boundary of the property herein described, then leaving the said fourth line and cutting across the said Smallwood whole property parallel with Harrison Street and also Oak Alley North 76 degrees 18 minutes East 25.55 feet to an iron peg at the westerly face of the aforementioned stone wall, said peg also stands on the aforementioned first line of the Mary A. Dickey deed and also the second line of the said Smallwood deed, and then with the remainder of the first line of the Mary A. Dickey deed and also the second line of the said Smallwood deed (corrected North 13 degrees 42 minutes West 34.25 feet to the place of beginning.

The parties of the first part also grant unto the party of the second part, its successors and assigns, the right to close the walkway running across the whole Smallwood property aforementioned from the third line of the property herein described northerly along the

east boundary of the said property herein described to Oak Alley.

The parties of the first part also grant to the party of the second part, its successors and assigns, the right to use the remainder of the aforementioned walkway across the said Smallwood property remaining as an outlet from the property herein described to Harrison Street.

Being the same property which was conveyed unto the parties of the first part by deed of Shannon S. Twigg and Zona B. Twigg, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-four Hundred & 00/100 - - - (\$2400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Joseph A. Fromm

John W. Groves [SEAL]
John W. Groves

Callie H. Groves [SEAL]

Callie H. Groves [SEAL]

STATE OF PENNSYLVANIA

COUNTY OF *Allegheny*, to-wit:

I HEREBY CERTIFY, THAT on this 5th day of *January*

in the year nineteen Hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for said County, personally appeared

JOHN W. GROVES AND CALLIE H. GROVES, HIS WIFE,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph A. Fromm
Notary Public

JOSEPH A. FROMM
NOTARY PUBLIC
My Commission Expires
February 20, 1957



State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 10TH day of JANUARY

in the year nineteen Hundred and Fifty FIVE, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

~~and~~ ~~George W. Legge, Attorney and~~ George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

FILED AND RECORDED JANUARY 11th 1955 at 8:30 A.M.

This Mortgage, Made this Fourth day of January,

in the year Nineteen Hundred and Fifty -five, by and between
 CLARENCE R. FASENBAKER and MARY V. FASENBAKER, his wife, -----

of -----Allegany----- County, in the State of Maryland,
 parties of the first part, and THE FIRST NATIONAL BANK, OF FIDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

party of the second part, WITNESSETH:

Whereas, the said Clarence R. Fasenbaker and Mary V. Fasenbaker,
 his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF
FIDMONT, WEST VIRGINIA, in the just and full sum of TWO THOUSAND
 (\$2000.00) DOLLARS, as evidenced by their joint and several negoti-
 able, promissory note, of even date herewith, for said sum of TWO
 THOUSAND (\$2000.00) DOLLARS, payable on demand to the order of the
 said THE FIRST NATIONAL BANK, OF FIDMONT, WEST VIRGINIA, with in-
 terest from date, at said BANK;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors-----

and assigns, the following property, to-wit:

All of the following described real estate situated near the Town of Westernport, Allegany County, Maryland, to wit:

BEGINNING at a large Maple corner, thence South 77 degrees to a peg corner, thence South 8 degrees 15 minutes East 212.5 feet to a peg corner, thence North 89 degrees 30 minutes West 106 feet to a peg on the line of the Charles Feight property, thence North 8 degrees 15 minutes West 176 feet to a peg corner, thence North 89 degrees 30 minutes West 105 feet to a corner, thence North 61 degrees West 131 feet to a corner on Ross Street, thence North 88 degrees 15 minutes East 216 feet to a large Maple tree, containing 78/100 of an acre; and being all of Parcel One (1) and part of Parcel Two (2) of the land conveyed unto Aden Campbell by Vista L. Mullan et ux. by Deed, dated November 2nd, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 176, folio 159, and also being the same property which was conveyed unto the said parties of the first part by Aden Campbell et ux. by Deed, dated November 25th, 1947, and this Mortgage is made expressly subject to the reservation and exception of a right of way as fully set forth and described in said Deed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Clarence R. Fazenbaker and Mary V. Fazenbaker, their heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of TWO THOUSAND DOLLARS, -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part-----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said-----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~and assigns, or~~ **Harry K. Drane, its**-----

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their----- heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their----- representatives, heirs or assigns.

And the said **Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife,**-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors or assigns

~~XXXX~~ the improvements on the hereby mortgaged land to the amount of at least-----

Two thousand (\$2000.00)----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagee, its successors ~~XXXX~~ or assigns, to the extent

of its or----- their lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

J. B. Determan Clarence R. Fazenbaker [SEAL]

J. B. Determan Mary V. Fazenbaker [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 7th day of JANUARY,

in the year nineteen Hundred and Fifty-five West Virginia, before me, the subscriber,

a Notary Public of the State of ~~Marshall~~ in and for said County, personally appeared-----

Clarence R. Fazenbaker and Mary V. Fazenbaker, his wife,-----

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared J. B. Determan,

Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgages, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

My commission expires

January 7th 1961

J. B. Determan
Notary Public

FILED AND RECORDED JANUARY 11th 1955 at 2:50 P.M.**This Mortgage,** Made this10th

day of

January in the year nineteen hundred and fifty-five

, by and between



Catherine V. Sindy, widow,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Catherine V. Sindy, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Two Thousand (\$2,000.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Catherine V. Sindy, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground situated in Cellulose City, Allegany County, and State of Maryland, and known and designated as Lots Nos. 39 and 40 of Section A, on the Plat of said Addition which is filed in Liber No. 125, folio 551, one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as one parcel as follows, to-wit:

BEGINNING for Lots Nos. 39 and 40 of Section A at a peg on the North side of Fifth Avenue and at the intersection of Fifth Avenue with a ten-foot alley and running thence with Fifth Avenue, North 82 degrees East 50 feet, thence North 8 degrees West 100 feet, South 82 degrees West 50 feet to an alley and with said alley, South 8 degrees East 100 feet to the beginning.

It being the same property which was conveyed unto Leroy Wallace Sindy, then unmarried, by Henry Snyder, widower, by deed dated the 31st day of October, 1936, and recorded in Liber No. 176, folio 174, one of the Land Records of Allegany County. The said Leroy Wallace Sindy thereafter intermarried with Catherine V. Sindy. The said Leroy Wallace Sindy has since departed this life leaving a Last will and Testament which was duly probated on November 8, 1946, and recorded in Liber V. folio 344, in the Office of the Register of Wills, and devising said property unto Catherine V. Sindy, his widow.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Catherine V. Sindy (SEAL)
Catherine V. Sindy

James W. Murphy, Sr.

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of January in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Catherine V. Sindy, widow,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

as above written

James M. Sindy
Notary Public

FILED AND RECORDED JANUARY 12th 1955 at 2:30 P.M.

PURCHASE MONEY

This Mortgage, Made this 12th day of January in the year Nineteen Hundred and Fifty-five, by and between

James W. Murphy, Sr. and Helen F. Murphy, his wife,

of Allegany County, in the State of Maryland part 1st of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said James W. Murphy, Sr. and Helen F. Murphy, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Fifteen Thousand and Nine Hundred and no/100 Dollars (\$15,900.00), to be paid with interest at the rate of six per cent (6%) per

annum, to be computed monthly on unpaid balances, in payments of at least One Hundred and no/100----- Dollars (\$ 100.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James W. Murphy, Sr. and Helen

F. Murphy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

FIRST: All that lot or parcel of ground situated on the Christie Road, also known as the Country Club Road, about three miles east of the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows to wit:

BEGINNING for the same at a solid iron stake standing on the south side of the Christie Road at the original end of the first line of the adjoining property conveyed by Walter G. Ebert, et ux, to Robert S. Street, et ux, by deed dated the 16th day of February, 1953, and recorded in Liber No. 247, folio 519, one of the Land Records of Allegany County, said iron stake replaces the original wooden stake and lies South 63 degrees and no minutes East 181 feet from a planted stone at the intersection of the south side of the Christie Road and the northwest side of the Neal Road, and running thence with the second line of the said Street deed (Magnetic Bearings as of 1954 and with Horizontal Measurements) South 10 degrees and 21 minutes West 568

feet to a solid iron stake standing at the original wooden stake and placed there originally to mark the end of this line, said iron stake also stands on the high bank of the north side of the said Christie Road, thence with the north side of the said Christie Road, South 72 degrees and 34 minutes East 44-8/10 feet to a locust stake, and South 78 degrees and 17 minutes East 143-15/100 feet to an iron stake which replaces the original wooden stake marking this corner, the last named stake also stands at the southwest corner of the Lee R. Alexander property adjoining, thence leaving the said north side of the Christie Road, North 6 degrees and no minutes East 551-2/10 feet to an iron stake on the south side of the Christie Road aforementioned, the last named iron stake stands at the end of the fourth line of the lot herein described, thence with the said south side of the Christie Road and the fifth and sixth lines corrected to the original survey of the whole Walter G. Ebert property, North 73 degrees and 4 minutes West 90-85/100 feet to a stake, and North 63 degrees and no minutes West 57-65/100 feet to the beginning.

IT BEING the same property which was conveyed to JAMES W. MURPHY, SR. and HELEN F. MURPHY, his wife, by ROBERT LITTLE EBERT and ELTA MAE EBERT, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County immediately prior to the recording of this mortgage.

SECOND: All that lot or parcel of ground situated on Goethe Street, in the City of Cumberland, Allegany County, and State of Maryland, known and designated as part of Lot No. 48 in Henderson and Pearre's Addition to Cumberland, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland in Liber 38, folio 562, said lot hereby conveyed being more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 47 of said Henderson and Pearre's Addition, and running thence with Goethe Street North 26-3/4 degrees East 25 feet; thence South 63-1/4 degrees East 78 feet to a private alley; then with said alley, South 37-3/4 degrees West 26 feet to the second line of Lot No. 47; then North 63-1/4 degrees West 72 1/2 feet to the beginning.

It being the same property which was conveyed to JAMES WILLIAM MURPHY and HELEN FRANCES MURPHY, his wife, parties of the first part herein, by JOSEPHINE S. MOSER, widow, by deed dated November 21, 1946, and recorded in Liber 212, folio 381, of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said JAMES W. MURPHY, SR. and HELEN F. MURPHY, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Thousand and Nine Hundred and no/100----- Dollars (\$15,900.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said James W. Murphy, Sr. and Helen F. Murphy, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said James W. Murphy, Sr. and Helen F. Murphy, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James W. Murphy, Sr. and Helen F. Murphy, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James W. Murphy, Sr. and Helen F. Murphy, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixteen Thousand and no/100----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of the said mortgagors

Attest:

Marion C. Moore

James W. Murphy, Sr. [SEAL]

Helen F. Murphy [SEAL]

_____ [SEAL]

_____ [SEAL]

State of Maryland,
Allegany County, to wit:

I hereby certify. That on this 12th day of January
in the year Nineteen Hundred and Fifty -five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James W. Murphy, Sr. and Helen P. Murphy, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Marion C. Moore

Notary Public



FILED AND RECORDED JANUARY 12th 1955 at 3:10 P.M.

This Mortgage, Made this 11th

day of

January in the year nineteen hundred and fifty-five, by and between

Harry M. Deter and Betty Lee Deter, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Harry M. Deter and Betty Lee Deter, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand (\$2,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from



date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Harry M. Deter and Betty Lee Deter, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

FIRST: All that lot or parcel of ground situated near the Little Valley Road about one and one-half miles Northeasterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 5, Section B, of Bowman's Cumberland Valley Addition to Cumberland, Maryland, and described as follows, to-wit:

BEGINNING at the end of the first line of Lot No. 44 on the Westerly side of Light Street, and running thence with the Westerly side of said Light Street, North 43 degrees 56 minutes East 50 feet; thence North 46 degrees 4 minutes West 193 feet, more or less, to the Easterly side of Martin Street; thence with the Easterly side of Martin Street in a Southwesterly direction 50 feet, more or less, to the end of the second line of Lot No. 44, thence with the said second line reversed, South 46 degrees 4 minutes East 187 feet, more or less, to the beginning. Being Lot No. 5, Section B, as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland.

SECOND: All that lot or parcel of ground situated near the Little Valley Road about one and one-quarter miles Northeasterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 6 in Cumberland Valley Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING at a point on the Westerly side of Light Street at the end of the first line of Lot No. 5 in said Addition, and running thence with the Westerly side of said Light Street, North 43 degrees 56 minutes East 50 feet; then North 46 degrees 4 minutes West 199-8/10 feet to the Easterly side of Martin Street; thence with the Easterly side of said Martin Street, South 37 degrees 26 minutes West 50-3/10 feet to the end of the second line of said Lot No. 5; thence reversing the said second line, South 46 degrees 4 minutes East 194-18/100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Robert I. Dom, individually and as Trustee for Robert I. Dom, Jr. and Pluma Mae Dom, his wife, by deed dated January 5, 1948, and recorded in Liber No. 218, folio 559, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations, or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Harry M. Deter (SEAL)
Harry M. Deter

Betty Lee Deter (SEAL)
Betty Lee Deter

STATE OF MARYLAND, HESBURN COUNTY, TO-WIT:

I hereby Certify, that on this 11th day of January in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Harry M. Deter and Betty Lee Deter, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Lister
Notary Public

FILED AND RECORDED JANUARY 12th 1955 at 8:40 A.M.

PURCHASE MONEY

This Mortgage, Made this 11th day of January

in the year nineteen hundred and fifty-five by and between

AUGUSTUS A. HEBB and ZELINA M. HEBB, his wife,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,
 a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
 WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - TWENTY-FIVE HUNDRED and 00/100 (\$2500.00) - - - Dollars, on
 - - - Twenty-five (25) Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot or parcel of ground situated on the easterly side of Columbia Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot Number Eight in Section D in the Cumberland Improvement Company's Northern Addition to Cumberland, and particularly described as follows, to wit:-

BEGINNING for the same at a point on the easterly side of Columbia Avenue at the end of the first line of Lot Number Seven, of Section D and running thence with the easterly side of Columbia Avenue, North sixty-eight degrees and forty-five minutes West thirty-one and one-half feet to intersect a line drawn through the center of the partition wall of the double frame dwelling on said Lot Number Eight and running thence with said intersecting line through the center of said partition wall, it being also at right angles to Columbia Avenue, North twenty-one degrees and fifteen minutes East one hundred and forty feet to the westerly side of a twenty foot alley, thence with the westerly side of said alley, South sixty-eight degrees and forty-five minutes East thirty-one and one-half feet to the end of the second line of the aforesaid Lot Number Seven, thence reversing said second line, South twenty-one degrees and fifteen minutes West one hundred and forty feet to the place of beginning.

IT being the same property which was conveyed by Eva Agnes Reynolds to Augustus A. Hebb et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - Twenty-five Hundred and 00/100 - - - - - Dollars with five per cent interest thereon, payable in 96 monthly payments of not less than \$31.65 each, on or before the 11th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 11th day of February, 1955, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 11th day of January, 1963.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred and 00/100 - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Augustus A. Hebb (SEAL)
AUGUSTUS A. HEBB
Zelina M. Hebb (SEAL)
ZELINA M. HEBB

State of Maryland,

Allegheny County, to wit:

I hereby certify that, on this 11th day of January 1955 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegheny County, personally appeared Augustus A. Hebb and Zelina M. Hebb, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to

make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this
11th day of January 19 55.



Patty Ann Stallings
Notary Public

FILED AND RECORDED JANUARY 12th 1955 at 12:15 P.M.

THIS MORTGAGE, Made this 11th day of January, 1955,
by and between EGBERT N. STALLINGS and ANNA G. STALLINGS, his
wife, of Allegany County, Maryland, parties of the first part,
and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking organization,
duly organized under the laws of the United States, party of
the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly
and bona fide indebted unto the party of the second part in the
full and just sum of Three Thousand Seven Hundred and Eighty
(\$3,780.00) Dollars, with interest from date at the rate of
four and one-half per cent (4½%) per annum, which said sum is
part of the purchase price of the property hereinafter described
and this mortgage is hereby declared to be a Purchase Money
Mortgage, and which said sum the said parties of the first part
covenant and agree to pay in equal monthly installments of
Twenty Eight Dollars and Ninety Two Cents (\$28.92) on account
of interest and principal, beginning on the 1st day of
March, 1955, and continuing on the same day
of each and every month thereafter until the whole of said
principal sum and interest is paid. The said monthly pay-
ments shall be applied, first, to the payment of interest, and,
secondly, to the payment of principal of the mortgage indebt-
edness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that certain lot, piece, or parcel of ground situated in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stone marked 11 standing on the West side of Bedford Street (formerly called Blocker Street or Market Street), and on the South side of Sharp Street and running with Bedford Street, South twenty-six and one-half degrees West thirty feet to a stone marked Number 12, then North sixty-three and one-half degrees West one hundred and twenty feet to Hill Street, then with said Street, North twenty-six and one-half degrees East thirty feet to Sharp Street, and then with said Sharp Street by a straight line to the beginning.

It being the same property conveyed in a deed of even date herewith by Augustus A. Hebb and Zelma M. Hebb, his wife, to the parties of the first part, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Eighty (\$3,780.00) Dollars, together with the interest thereon,

in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under

this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and on case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Seven Hundred and Eighty (\$3,780.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Egbert N. Stallings (SEAL)
Egbert N. Stallings

A. A. Stinch

Anna G. Stallings (SEAL)
Anna G. Stallings

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 11th day of January, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared EGHERT N. STALLINGS and ANNA G. STALLINGS, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true



WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires May 2, 1953

FILED AND RECORDED JANUARY 13 1955 at 10:50 A.M.

Enclosed find ~~Money~~ Deffered
to Mr. L. H. L. L. L. L.

RUBY LECHLITER (sometimes known as Ruby D. Wolford)
unmarried.

_____ of Allegany County, in the State of Maryland, party _____ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

- - -FIVE THOUSAND - - - - - - - - -00/100 Dollars

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Fifty and 00/100 - - - - - (\$50.00) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, and known as Lots Nos. 7 and 8 of the Hymes Real Estate Development in Election District No. 16 and located near what is known as the Blue Valley Road leading from the Uhl Highway to Mexico Farms, which said lots are more particularly described as follows, to wit:

Lot No. 7: Beginning for the same at a stake located along the westerly side

of a newly constructed road running into the southerly side of the Blue Valley Road, which said stake is located at the end of a line drawn South 52 degrees 6 minutes West 150 feet from the beginning point of a series of lots of which this lot is a part, which said point of beginning of said series of lots is at the end of a line drawn North 53 degrees 35 minutes West 30 feet from the end of the ninth line in a deed from Eleanor C. Johnston to Russell Lee Hymes et ux dated August 6, 1941, and recorded in Deeds Liber 190, folio 718; thence with the rear lines of Lots 1 and 2 of the Hymes Real Estate Development, North 53 degrees 35 minutes West 75 feet; thence North 56 degrees 20 minutes West 75 feet; thence South 49 degrees West 81.8 feet; thence South 51 degrees 15 minutes East 150 feet to a stake located on the westerly side of a newly made 30 foot road; thence with said side of said road, North 52 degrees 6 minutes East 90 feet to the place of beginning.

Lot No. 8: Beginning for the same at a stake located along the westerly side of a newly constructed road running into the southerly side of the Blue Valley Road, which said stake is located at the end of a line drawn South 52 degrees 6 minutes West 240 feet from the beginning point of a series of lots of which this lot is a part, which said point of beginning of said series of lots is at the end of a line drawn North 53 degrees 35 minutes West 30 feet from the end of the ninth line in a deed from Eleanor C. Johnston to Russell Lee Hymes et ux dated August 6, 1941; and recorded in Deeds Liber 190,

folio 718; thence with the division line between Lots 7 and 8, North 51 degrees 15 minutes West 150 feet to a stake; thence South 57 degrees 37 minutes West 40.8 feet to a stake; thence South 37 degrees 54 minutes East 150 feet to a stake standing on the northwesterly side of the aforementioned newly constructed road; thence with said side of said road, North 52 degrees 6 minutes East 75 feet to the place of beginning. The hereinbefore described and conveyed property is outlined in red on the plat attached hereto and made a part hereof.

It being the same property which was conveyed to Ruby D. Wolford by Oscar T. Wolford by deed dated December 18, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage. The said Ruby D. Wolford was formerly married to Oscar T. Wolford. However, she was granted the right to resume the use of her maiden name, by decree dated November 5, 1954, in a case known as No. 23, 754 Equity in the Circuit Court for Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that ~~shley~~ will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Five Thousand - - - - -** **-00/100** Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest;

Attest: Grace L. Hane Ruby Lechlitter [SEAL]
RUBY LECHLITTER

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 12TH day of JANUARY

In the year nineteen Hundred and Fifty FIVE, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

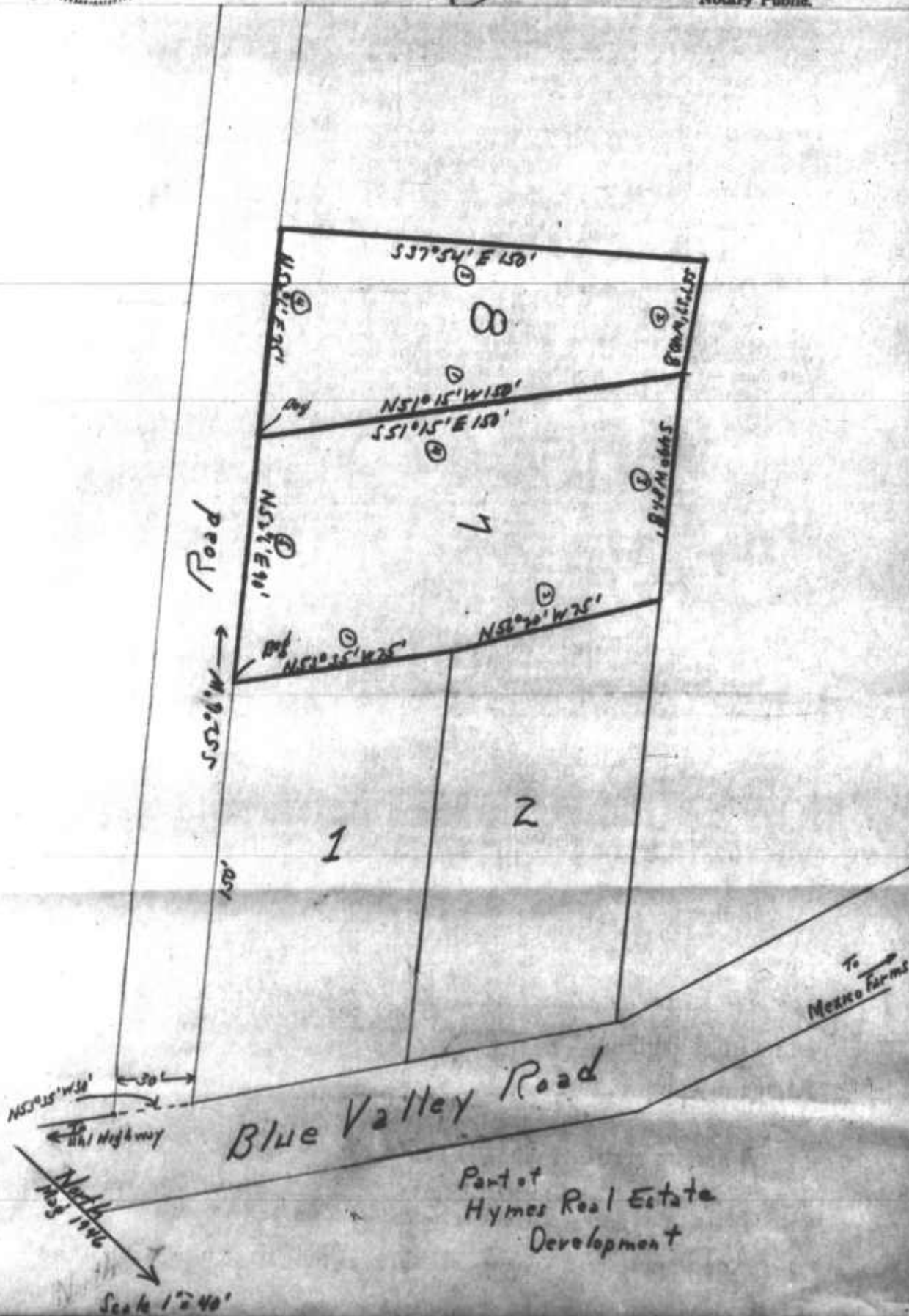
RUBY LECHLITER, (sometimes known as Ruby D. Wolford), unmarried
the said mortgagors herein and she acknowledged the foregoing mortgage to be their act

and deed, and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.



Compared and Voted

10/25/55
Jan 25 1955

FILED AND RECORDED JANUARY 14" 1955 at 9:30 A.M.

Purchase Money
This Mortgage, Made this 13th day of January,
in the year Nineteen Hundred and Fifty -five-, by and between

Joseph R. Lindner, unmarried,

of Allegany County, in the State of Maryland,
party Y of the first part, and Charles W. Raygor

of Allegany County, in the State of Maryland,
part Y of the second part, WITNESSETH:

Whereas, the Party of the first part is indebted unto the Party of the second part in the full and just sum of THREE HUNDRED AND FIFTY (\$350) DOLLARS as is evidenced by his promissory note of even date made payable to the order of the Party of the Second part in the sum of Three Hundred and Fifty Dollars, with obligation to pay the same in regular monthly installments of at least TWENTY-THREE (\$23) DOLLARS on account of principal together with interest at the rate of six (6%) per cent per annum, interest to be payable semi-annually as it accrues.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph R. Lindner, unmarried,

does give, grant, bargain and sell, convey, release and confirm unto the said

Charles W. Raygor, widower,

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground designated as Lot No. 5 as laid out by Marcia L. Bookrath, situated in Election District No. 23 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northwesterly side of Morning Side Drive which drive leads from the Nave Cross Road to the property hereby conveyed said point of BEGINNING being at

the end of 240 feet on the said side of Morning Side Drive measured in a Southwesterly direction from the common corner of the land of the present grantor and the land of Guy Valentine and running thence on the Northwesterly side of Morning Side Drive, South 34 degrees West 60 feet to a stake, thence North 57-3/4 degrees West 537 feet, thence North 28-1/2 degrees East 60.5 feet to a stake, thence on the boundary line between Lots Nos. 4 and 5 of said Addition, South 57-3/4 degrees East 538 feet to the place of BEGINNING.

This being the same property which was conveyed by Charles W. Raygor, Widower, unto the said Joseph R. Lindner by deed dated October 18, 1954, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage.

Also conveyed in this mortgage is one 1941 Oldsmobile sedan automobile, Serial No. 7666987, Title No. F 663664.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph R. Lindner, unmarried, his
heirs, executors, administrators or assigns, do and shall pay to the said
Charles W. Raygor, Widower, his
 executor, administrator or assigns, the aforesaid sum of _____

THREE HUNDRED AND FIFTY DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Joseph R. Lindner, unmarried,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Joseph R. Lindner, unmarried,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Charles W. Raygor, Widower,

heirs, executors, administrators and assigns, or Thomas Lohr Richards,
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

Joseph R. Lindner, unmarried, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said Joseph R. Lindner, unmarried

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

THREE HUNDRED AND FIFTY Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

Rosalie A. Crabtree

Joseph R. Lindner
Joseph R. Lindner

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of January, in the year nineteen Hundred and Fifty -five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph R. Lindner, unmarried,

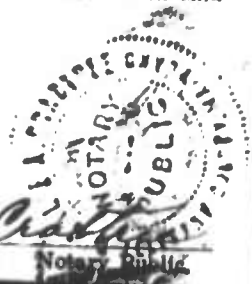
and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared

Charles W. Raygor, widower,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree
Notary Public



Wetzel City
Jan 25 1955

FILED AND RECORDED JANUARY 14th 1955 at 1:55 P.M.

This Mortgage. Made this 14th day of January
in the year Nineteen Hundred and Fifty-Five, by and between
John L. Conway and Virginia L. Conway, his wife,

of Alle gany County, in the State of Maryland
part ies of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said John L. Conway and Virginia L. Conway, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Seventeen Thousand and no/100
Dollars (\$ 17,000.00), to be paid with interest at the rate of four per cent (4%) per
annum, to be computed monthly on unpaid balances, in payments of at least Seven Hundred
and no/100 Dollars (\$ 700.00) per year plus interest; ~~the first of said monthly~~
~~payments being due one month from the date of these presents and each and every month there-~~
~~after until the whole principal together with the interest accrued thereon is paid in full; however~~
~~when said principal together with the interest accruing thereon, shall be paid in full, XXXXXX~~
the first of said annual payments on principal to be made on February
1, 1956, and on the 1st day of February in each year thereafter,
until the whole principal, together with the interest accruing
thereon is paid in full; the first of said monthly payments of
interest being due one month from the date of these presents and
each and every month thereafter until the whole principal, together
with the interest accrued thereon, is paid in full, to secure which
said principal, together with the interest accruing thereon, these
presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted,
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with interest thereon, the said John L. Conway and Virginia L.
Conway, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

All that lot, piece or parcel of ground situate, lying and
being on the Braddock Road in Allegany County, Maryland, about five
and one-half miles West of the City of Cumberland, in the property
known as Braddock Estates, shown on the plat attached hereto, and
more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Southerly side of
said Braddock Road, said point being distant 33 feet from the center
line of said road, and at the beginning of a deed from Mary Jane
Keeth, et al, to James P. Fraze, et ux, dated September 6, 1950, and
recorded in Deeds Liber No. 232, folio 623, among the Land Records
of Allegany County, Maryland, and running thence with the sixth line
of said Fraze deed, South 12 degrees 44 minutes West 177.1 feet to



the right of way of the Potomac Edison Company, and with it North 77 degrees 10 minutes West 152.95 feet, thence leaving said right of way, North 21 degrees 10 minutes East 202.75 feet to the Braddock Road, and with it, South 63 degrees 40 minutes East 40.1 feet, and South 67 degrees 53 minutes East 79.4 feet to the place of beginning.

IT BEING the same property which was conveyed unto the said John L. Conway and Virginia L. Conway, his wife, by The Market Buildings, Inc., by deed dated June 23rd, 1953, and recorded in Liber 253, folio 371, one of the Land Records of Allegany County, Maryland.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John L. Conway and Virginia L. Conway, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventeen Thousand----- Dollars (\$ 17,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

John L. Conway and Virginia L. Conway, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said John L. Conway and Virginia L. Conway, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John L. Conway and Virginia L. Conway, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said John L. Conway and Virginia L. Conway, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen Thousand ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest

Mary B. White

John L. Conway [Seal]

Mary B. White

Virginia L. Conway [Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14th day of January
in the year nineteen hundred and fifty -five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

John L. Conway and Virginia L. Conway, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared
Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary B. White
Notary Public

COPIED AND INDEXED
To Louis Jackson, atty.
Hagerstown Md.
Jan 15 1955

FILED AND RECORDED JANUARY 14th 1955 at 11:30 A.M.

PURCHASE MONEY

This Mortgage, Made this Eleventh day of September
in the year Nineteen Hundred and Fifty Four, by and between

Gerald T. Rounds and Donna J. Rounds, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and H. Melvin Bobo and Verna Bobo, his wife,

of Baltimore County, in the State of Maryland

parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said parties of the second part, in the amount of FORTY FOUR HUNDRED THIRTY FOUR DOLLARS AND FORTY NINE CENTS (\$4,434.49), as evidenced by the Promissory Note of the said parties of the first part dated of even date herewith, made payable unto the order of the said parties of the second part, ON DEMAND, in the amount of FORTY FOUR HUNDRED AND THIRTY FOUR DOLLARS AND FORTY NINE CENTS (\$4,434.49) with interest at the rate of Four and One-Half Percent (4½%) per Annum, and

WHEREAS, it is agreed by the said parties of the first part herein to execute this Mortgage for the security of said note, and it is further agreed that until demand is made for the full amount the sum of FIFTY DOLLARS (\$50.00) including the aforesaid interest, at least should be paid upon said note in the reduction thereof, and

WHEREAS, the aforesaid money borrowed is for the purchase price of the hereinafter described real estate, and therefore this is known as a PURCHASE MONEY MORTGAGE.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All of those two lots of ground situated on the Highway running from Westport, to McCoole, in Allegany County, Maryland, known and numbered as Lots Number Eight (8), and Number Nine (9), as laid off by Ellsworth S. Boal; each lot being fifty (50) feet in width and One Hundred and Twenty (120) feet in length, and being the same property as conveyed unto the said parties of the first part herein by H. Melvin Bobo et ux., by deed dated September 11, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage, and being also the same property as conveyed unto the said parties of the first part by the said parties of the second part by deed dated March 1, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 239, Folio 205.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of FORTY FOUR HUNDRED THIRTY FOUR DOLLARS AND FORTY NINE CENTS (\$4,434.49),

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the
second part, their

heirs, executors, administrators and assigns, or Louis A. Fatkin
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part

Further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Forty Five Hundred & .00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee and their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr.

Gerald T. Rounds [SEAL]
Gerald T. Rounds
Donna J. Rounds [SEAL]
Donna J. Rounds, wife.

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 11th day of September,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Gerald T. Rounds and Donna J. Rounds, his wife,
and have acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared

H. Melvin Bobo and Verna Bobo, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Naama J. Langan
Notary Public.

FILED AND RECORDED JANUARY 15"1955 at 9:20 A.M.

This Mortgage, Made this 13th day of
January in the year nineteen hundred and fifty-five, by and between

Harry L. Campbell and Wilma M. Campbell, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Harry L. Campbell and Wilma M. Campbell, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Ninety-Eight Hundred (\$9800.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1955

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Harry L. Campbell and Wilma M. Campbell, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the

said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land known as Lot No. 74 on the plat of the Allegany County Improvement Company's National Highway Addition to the City of Cumberland, Maryland, situated about three miles West of the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING at a point on the Southeasterly side of "A" Street at the end of the first line of Lot No. 73, of said Addition and running with said side of said Street, South 31 degrees 50 minutes West 50 feet, then South 58 degrees 10 minutes East 250 feet to the Northwestern side of "B" Street, and with said side of said Street, North 31 degrees 50 minutes East 50 feet, then by a line North 58 degrees 10 minutes West 250 feet to the beginning.

Also all that parcel of land lying Westward of said "A" Street bounded by said "A" Street on the East with the Eckhart Branch of the Cumberland and Pennsylvania Railroad on the West, and between the second and fourth lines of Lot No. 74 projected in straight lines to the Eckhart Branch of the Cumberland and Pennsylvania Railroad.

It being the same property which was conveyed unto the said Mortgagors by Charles F. Ellis and wife by deed dated the day of January, 1955, and to be duly filed for record among the Land Records of Allegany County, Maryland.

This obligation is also secured by a Chattel Mortgage bearing even date and tenor herewith and by and between the same parties hereto, which Chattel Mortgage constitutes a lien upon one 1953 Chevrolet Automobile.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ninety-Eight Hundred (\$9800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms

of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ninety-Eight Hundred (\$9800.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Harry L. Campbell (SEAL)
Harry L. Campbell

Wilma M. Campbell (SEAL)
Wilma M. Campbell

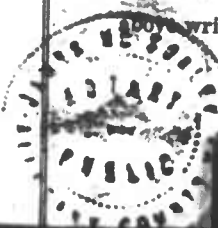
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of January In the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Harry L. Campbell and Wilma M. Campbell, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Dorley
Notary Public



FILED AND RECORDED JANUARY 15th 1955 at 11:20 A.M.

THIS MORTGAGE, Made this 18th day of January, 1955, by and between JOHN ROBERT GEORGE and WANDA LOIS GEORGE, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Seven Hundred (\$2,700.00) Dollars, with interest from date at the rate of four and one-half per cent (4½%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Eight (\$28.00) Dollars on account of interest and principal, beginning on the 1st day of February, 1955, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

All those four lots or parcels of ground situated near the Little Valley Road, about 1-1/4 miles Northeasterly from the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 577, 578, an un-numbered lot adjoining

Lot No. 578, and an un-numbered lot in the rear of Lots Nos. 575-578 of Section B, of the Cumberland Valley Addition to Cumberland, Maryland, amended Plat No. 2, which said Addition is duly recorded in Plat Book 1, folio 28, among the Land Records of Allegany County, Maryland, and which said lots are particularly described in one parcel as follows:

BEGINNING for the same at the intersection of the Westerly side of Ore Street with the Southerly side of Hamilton Street, said beginning point being at the end of the third line of a deed from William A. Clay to Winner Bowman, dated September 23, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber 151, folio 560, and running then with the Westerly side of Ore Street and the fourth and part of the fifth lines of said deed, South 77 degrees 14 minutes East 27 feet; South 19 degrees 35 minutes East 101.1 feet to the end of the first line of Lot No. 576 Section B of Bowman's Cumberland Valley Addition to Cumberland, Maryland; then with the second line of said Lot No. 576, South 77 degrees 55 minutes West 196.84 feet to the Easterly line of the un-numbered lot in the rear of Lots Nos. 575-578, then with part of the Easterly line of said un-numbered lot South 12 degrees 5 minutes ^{East} 112.5 feet to the end of the fourth line of Lot No. 575, then in a Southwesterly direction 30 feet, more or less, to the end of the second line of Lot No. 1512 in said Addition, then with said second line of said Lot No. 1512 reversed, North 12 degrees 5 minutes West 175 feet to the Southerly side of Hamilton Street, then with said Street in a Northeasterly direction 30 feet, more or less, to the end of the third line of said Lot No. 578, and then with the Southerly side of Hamilton Street, North 69 degrees 40 minutes East, 179.6 feet to the beginning.

It being the same property conveyed in a deed of even date herewith by Joseph D. Kelley and Evelyn E. Kelley, his wife, to the said John Robert George and Wanda Lois George, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Seven Hundred (\$2,700.00)

Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party or the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or on part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including

such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Seven Hundred (\$2,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

John Robert George (SEAL)
John Robert George

T. J. Jones

Wanda Lois George (SEAL)
Wanda Lois George

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 10th day of January, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN ROBERT GEORGE and WANDA LOIS GEORGE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth C. Craig
Notary Public
My Commission expires May 2, 1955

FILED AND RECORDED JANUARY 15th 1955 at 11:20 A.M.
THIS DEED OF PARTIAL RELEASE OF MORTGAGE, Made this 13th

day of January, 1955, by W. Wallace McKaig, in the City of Cumberland, Allegany County, in the State of Maryland, WITNESSETH:

WHEREAS, by Mortgage bearing date November 10, 1954, and recorded in Liber No. 308, folio 367, one of the Mortgage Records of Allegany County, Joseph D. Kelley, and Evelyn E. Kelley, his wife, and Edith G. Kelley, unmarried, became indebted unto the said W. Wallace McKaig in the sum of Seven Thousand (\$7,000.00) Dollars, together with the interest thereon as evidenced by said Mortgage and which said Mortgage constitutes a lien upon three certain properties located in Allegany County, in the State of Maryland, and

WHEREAS, the said Mortgagors have since made a substantial payment unto the said W. Wallace McKaig on account of the principal indebtedness of said Mortgage and have paid the interest thereon currently and now request the said W. Wallace McKaig to release the hereinafter described property, it being one of the properties included under said lien, from the lien of said Mortgage all of which the said W. Wallace McKaig has consented to do.

NOW, THEREFORE, in consideration of the premises and the payments heretofore made on account of said Mortgage debt and interest as above recited, the said W. Wallace McKaig does hereby release from the lien of said Mortgage, all those four lots or parcels of ground situated near the Little Valley Road about 1½ miles Northeasterly from the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 477, 578 and an unnumbered lot adjoining Lot No. 578, and an unnumbered lot in the rear of Lots Nos. 575-578 of Section B, of the Cumberland

Valley Addition to Cumberland, Maryland, Amended Plat No. 2 which said Addition is duly recorded in Plat Book 1, folio 28, among the Land Records of Allegany County, Maryland, and which said lots are particularly described as a whole as follows:

BEGINNING for the same at the intersection of the Westerly side of Ore Street with the Southerly side of Hamilton Street, said beginning point being at the end of the third line of a deed from William A. Clay to Winmer Bowman, dated September 23, 1925, and recorded among the Land Records of Allegany County, Maryland, in Liber 151, folio 560, and running then with the Westerly side of Ore Street and the fourth and part of the fifth lines of said deed, South 77 degrees 14 minutes East 27 feet; South 19 degrees 35 minutes East 101.1 feet to the end of the first line of Lot No. 576, Section B of Bowman's Cumberland Valley Addition to Cumberland, Maryland; then with the second line of said Lot No. 576; South 77 degrees 55 minutes West 196.84 feet to the Easterly line of the unnumbered lot in the rear of Lots Nos. 575-578, then with part of the Easterly line of said unnumbered lot, South 12 degrees 5 minutes East 112.5 feet to the end of the fourth line of Lot No. 575, then in a Southwesterly direction 30 feet, more or less, to the end of the second line of Lot No. 1512 in said Addition, then with said second line of said Lot No. 1512 reversed, North 12 degrees 5 minutes West 175 feet to the Southerly side of Hamilton Street, then with said Street in a Northeasterly direction 30 feet, more or less, to the end of the third line of said Lot No. 578, and then with the Southerly side of Hamilton Street, North 69 degrees 40 minutes East 179.6 feet to the beginning.

It being the same property which was conveyed unto the said Joseph D. Kelley and wife by Raymond H. Catlett and wife, by deed dated July 28, 1952, and recorded in Liber No. 240, folio 543, one of the Land Records of Allegany County.

It being distinctly understood, however, that this Partial Deed of Release of Mortgage applies only to the property above described and shall in no way affect the lien of said Mortgage upon the remaining properties as still included under the lien of said Mortgage.

WITNESS my hand and seal the day and year above written.

WITNESS:

Joseph D. Kelley

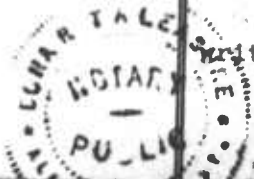
W. Wallace McKaig (SEAL)
W. WALLACE MCKAIG

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 13th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared W. Wallace McKaig, and he acknowledged the foregoing Partial Deed of Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above written.



Dona Rita Lescure
NOTARY PUBLIC

FILED AND RECORDED JANUARY 15th 1955 at 9:10 A.M.

This Mortgage, Made this 13th day of January in the year nineteen hundred and fifty-five, by and between

George M. Babb and Bernice Virginia Babb, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

George M. Babb and Bernice Virginia Babb, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Ten Thousand (\$10,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

George M Babb and Bernice Virginia Babb, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situated on the Easterly side of Orchard Street in the City of Cumberland, Allegany County, Maryland, which said lot fronts twenty-five feet on said Orchard Street, is bounded on the South by the property conveyed to Ethel Gordon Morton by Annie E. Birmingham, et al, by deed dated January 7, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 131, folio 554, and bounded on the North by the property conveyed by The Second National Bank of Cumberland, Executor, to Elizabeth Jane Fisher, by deed dated July 20, 1944, and recorded among the aforesaid Land Records in Liber No. 200, folio 695, and which said lot extends Easterly from the Easterly side of said Orchard Street at an even width of about twenty-five feet, a distance of about one hundred feet to the property conveyed to the Cumberland Steel Company of Allegany County by William E. Walsh, et al, by deed dated November 11, 1919, and recorded among the aforesaid Land Records in Liber No. 130, folio 669.

It being the same property which was conveyed to George M. Babb by Esther L. Pennell and Lon Pennell, her husband, by deed dated January 31, 1947, and recorded in Liber No. 213, folio 439, one of the Land Records of Allegany County, Maryland.

ALSO: All that lot or parcel of ground situated at the Northeast corner of Wineow and Kearney Streets in Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of the lot conveyed to John W. Heck by William E. Walsh, et al, by deed dated April 15, 1905, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 98, folio 17, and running thence with the Easterly side of Wineow Street, South $6\frac{1}{4}$ degrees West 50 feet to the Northerly side of Kearney Street, then with the Northerly side of said Kearney Street, South $83\text{-}3\frac{1}{4}$ degrees East about 110 feet to the Westerly side of Orchard Street, thence with the Westerly side of Orchard Street, North $6\frac{1}{4}$ degrees East 50 feet to the end of the second line of said John W. Heck lot, and with it reversed, North $83\text{-}3\frac{1}{4}$ degrees West about 110 feet to the place of beginning.

It being the same property which was conveyed to George M. Babb by Clara W. Seaver and Peter J. Seaver, her husband, by deed dated May 16, 1940, and recorded in Liber No. 186, folio 534, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ten Thousand (\$10,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

George M. Babb (SEAL)
George M. Babb

Bernice Virginia Babb (SEAL)
Bernice Virginia Babb

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of January in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

George M. Babb and Bernice Virginia Babb, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Wm. D. Miller
Notary Public

For value received, The Liberty Trust Company of Cumberland, Maryland, hereby releases the within and foregoing mortgage.
Witness the signature of said The Liberty Trust Company of Cumberland, Maryland, by its Vice President and its Corporate Seal duly attested by its said secretary, this 14th day of April, 1955.
(Corporate Seal)
The Liberty Trust Company of Cumberland, Maryland
Thomas E. Clark
Vice President
4-14-55

FILED AND RECORDED JANUARY 15 1955 at 9:30 A.M.

This Mortgage, Made this 14th day of January, in the year nineteen hundred and Fifty Five, by and between Edmund J. Miller and Helen R. Miller, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.
Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars, for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars.



And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot, piece or parcel of ground, and the improvements thereon, lying and being in what is known as Gephart's Second Addition to Cumberland, particularly described as follows:

All that Western part of Lot No. 34 of Gephart's Second Addition to Cumberland, containing all the ground between the Western wall of the brick house No. 130 Columbia Street and the line of the adjacent lot on the West, and extending along the Western line of Lot No. 34 of an even width of 22 feet,

a distance of 140 feet to German Street or Alley.

Being the same property conveyed by Frank B. Smith et al to the said Edmund J. Miller et ux by deed dated May 22, 1943, and recorded in Liber No. 196, folio 313, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - One Thousand Five Hundred (\$1,500.00)- - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - One Thousand Five Hundred (\$1,500.00)- - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Edmund J. Miller (SEAL)
Edmund J. Miller

Helen R. Miller (SEAL)
Helen R. Miller

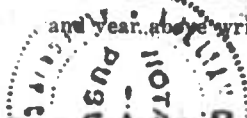
State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 14th day of January, in the year nineteen hundred and Fifty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Edmund J. Miller and Helen R. Miller, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

FILED AND RECORDED JANUARY 15" 1955 at 9:30 A.M.

This Mortgage, Made this 13th day of January, in the year nineteen hundred and Fifty Five, by and between Albert Stoops and Doris Stoops, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, for which



they have given their promissory note of even date herewith, payable on or before one year after date with interest at the rate of 5% per annum payable monthly and in monthly payments on the principal of not less than One Hundred Twenty-Five (\$125.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot, tract piece or parcel of land situate, lying and being in Allegany County, in the City of Frostburg, State of Maryland, being a part of the tract of land called "The Hotel," and described as follows:

Beginning at the end of a line drawn North 52 degrees 25 minutes West 16 feet from the Northwest corner of Dufty's lot fronting on Bowery Street, and running with an alley, North 64 degrees 30 minutes West 226 feet to a point on the South side of the alley; then with the C. & P. RR. condemnation, South 50 minutes East 136 feet; South 9 degrees 15 minutes East 185 feet to the West side of a sixteen foot alley; and with it, North 37 degrees 35 minutes East 278 feet to the beginning; containing $\frac{3}{4}$ of an acre, more or less.

Being the same property conveyed by Edgar R. Stoops et ux to the said Albert Stoops et ux by deed dated December 10, 1954, and recorded in Liber No. 264, folio 144, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Four Thousand (\$4,000.00) - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable;

and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - Four Thousand (\$4,000.00) - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Sudley

Albert Stoops (SEAL)
Albert Stoops
Doris Stoops (SEAL)
Doris Stoops

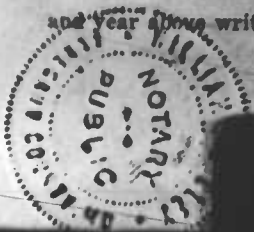
State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this — 13th — day of January, in the year nineteen hundred and Fifty Five before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Albert Stoops and Doris Stoops, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Sudler
Notary Public

*Mtge 712 Simpson St
25 55*

FILED AND RECORDED JANUARY 17th 1955 at 2:30 P.M.

This Mortgage, Made this 31st day of December 1954
in the year Nineteen Hundred and Fifty four, by and between
John Jeleszewski, and Agnes Jeleszewski, His wife

of Washington County, in the State of Penna.
parties of the first part, and Peter Yatchyshyn, and Johanna Yatchyshyn
His wife

of Allegheny County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, The parties of the first part have loaned to the parties of the second part the sum of \$11,500.00, ~~xx~~ (Eleven Thousand Five Hundred Dollars) at an interest of 5% (Five Percent) Payable annually on the 31st day of the month of December. The principle to be reduced as rapidly as possible.

Term of mortgage is for 20 years.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Peter Yatchyshyn and Johanna Yatchyshyn His wife

do give, grant, bargain and sell, convey, release and confirm unto the said
John Jeleszewski and Agness Jeleszewski, his wife

heirs and assigns, the following property, to-wit:
All that piece or parcel of land situated on McMullen Highway about one mile south of Cresaptown, Allegheny County, Maryland, and being more particularly described as follows, to wit:

Beginning for the same at an iron pipe on the Easterly line of the McMullen Highway at the end of the Southerly 10 feet of Highway line of Lot No 854, Section "A" of the Triple Lakes Town Sites, plat of which is filed in in Plat Case Box 107, and running thence with the Easterly line of said Highway, North 10 degrees 45 minutes East, 165 feet to an iron pipe; thence South 79 degrees 15 minutes East, 255 feet to an iron



pipe on the westerly bank of a small run; thence North 73 degrees 15 minutes west, 280 feet to the beginning.

Being the same property conveyed to the grantors hereto by deed recorded August 25, 1952 in said County in Liber No 243 Folio 436..

Subject to certain rights heretofore reserved to Walter M. McVitty and Mary McVitty, his wife, their heirs and assigns, in former deeds of record.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Peter Yatchyshyn, and Johanna Yatchyshyn his wife heirs, executors, administrators or assigns, do and shall pay to the said John Jeloszewski and Agnes Jeloszewski, his wife executor, administrator or assigns, the aforesaid sum of \$11,500 (Eleven Thousand Five Hundred Dollars)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on Their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Peter Yatchyshyn and Johanna Yatchyshyn, his wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Peter Yatchyshyn and Johanna Yatchyshyn his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said John Jeloszewski and Agnes Jeloszewski his wife

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Peter Yatchyshyn and Johanna Yatchyshyn, his wife

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.

And the said Peter Yatchyshyn and Johanna Yatchyshyn, his wife

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Eleven Thousand, Five Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to insure to the benefit of the mortgagee, — their — heirs or assigns, to the extent of 100% (one hundred percent) their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Guy E. Shuck
Elster M. Shuck

Peter Yatchyshyn [SEAL]
Johanna Yatchyshyn [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 5th day of January in the year nineteen Hundred and Fifty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Peter Yatchyshyn and Johanna Yatchyshyn, his wife.

and they acknowledged the foregoing mortgage to be Their act and deed; and at the same time before me also personally appeared John and Agnes Jeloszewski

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

John F. Cross
Notary Public



Notary Public
Jan 25 1955

FILED AND RECORDED JANUARY 18th 1955 at 9:20 A.M.

This Mortgage, Made this Fourteenth day of January in the year Nineteen Hundred and Fifty five, by and between Cecil Crowe and Clara Crowe, his wife,



of Allegany County, in the State of Maryland,
 parties of the first part, and The First National Bank of Barton, Maryland,
 a corporation organized under the national banking laws of The United
 State of America-----
 of Barton, Allegany County, in the State of Maryland-----
 party of the second part, WITNESSETH:

Whereas,

The said parties of the first part herein are indebted unto the party of the second part in the full and just sum of one thousand dollars (\$ 1000.00) for money lent, which loan is evidenced by the promissory note of the parties of the first part, of even date herewith, payable on demand with interest to the order of the party of the second part in said sum of one thousand dollars at The First National Bank of Barton, Maryland; And Whereas, it was understood and agreed between the parties prior to the lending of said money and the giving of said note that this mortgage should be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns-----

the following property, to-wit:

All that certain parcel of land situated in the town of Westernport in Allegany County, State of Maryland, fronting 39½ feet on the East side of the public road on what is known as Kolberg' Hill, and extending back the same width throughout a distance of 132 feet.

Being the same property which was conveyed unto the said Cecil Crowe by deed from John Thomas Wilkes, dated March 20, 1950 and of record in Liber No. 228 Folio 304 of the land records of Allegany County, Maryland. To which deed so recorded a reference is hereby made for a more particular and definite description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns-----

the aforesaid sum of one thousand dollars----- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns-----

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second
part, its successors or assigns

~~Horace P. Whitworth, its~~
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first
part, their

heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part

do hereby further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors or
assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
to insure to the benefit of the mortgagee its successors or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

J. Joseph Howell
J. Joseph Howell

Cecil Crowe [SEAL]
CECIL CROWE

Clara Crowe [SEAL]
CLARA CROWE

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this fourteenth day of January

in the year nineteen Hundred and Fifty five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Cecil Crowe and Clara Crowe, husband and wife

and each acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared Patrick A. Laughlin
president of The First National Bank of Barton, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the
of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

J. Joseph Howell



and these presents are hereby declared to be made in trust, and the said DEED OF THE SECOND
PART, ITS SUCCESSORS OR ASSIGNS

HERMAN P. WHITWORTH, JR.
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said PARTIES OF THE FIRST
PART, THEIR heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor A. THEIR representatives, heirs or assigns.

And the said PARTIES OF THE FIRST part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors or
assigns, the improvements on the hereby mortgaged land to the amount of at least
One thousand Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
to inure to the benefit of the mortgagee its successors or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:
J. Joseph Howell Cecil Crowe (SEAL)
J. Joseph Howell CLARA CROWE (SEAL)
Chas. Crowe (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this fourteenth day of JANUARY
in the year nineteen Hundred and Fifty SIX, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Cecil Crowe and Clara Crowe, husband and wife
and each acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared Patrick A. Laughlin
president of The First National Bank of Barton, Maryland,
the within named mortgagee, and made oath to the facts of his, that the within mortgage is said
mortgage is true and bona fide as therein set forth, and that he is the
of the said bank duly authorized to make this affidavit.
WITNESS my hand and Notarial Seal this day and year aforesaid.

J. Joseph Howell



FILED AND RECORDED JANUARY 13th 1955 at 9:15 A.M.

THIS MORTGAGE, Made this 17th day of January, 1955, by and between Howard E. Fisher and Mary E. Fisher, his wife, and Reynolds Fisher and Zella L. Fisher, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five per centum (5%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955.

NOW, THEREFORE, in consideration of the premises, and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard E. Fisher and Mary E. Fisher, his wife, and Reynolds Fisher and Zella L. Fisher, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that piece or parcel of ground situated near the City of Cumberland in Allegany County in the State of Maryland which is described as follows:



BEGINNING for the same at a stake standing on the South side of Baltimore Avenue and North 89 degrees West 20 feet from a stone marked "R" planted in the center of Marion Street at its intersection with said Baltimore Avenue and running thence with said Baltimore Avenue, North 89 degrees West 60 feet, then South 2 degrees West 120 feet to an alley, then with said alley, South 89 degrees East 62 feet to Marion Street, then with said Street, North 1 degree East 120 feet to the place of beginning. Said parcel of land being distinguished on the plat of the Cumberland Improvement Company's Eastern Addition to Cumberland as Lots Nos. 8 and 9 and which said plat is recorded in Liber T. L. No. 88, folio 65, one of the Land Records of Allegany County.

It being the same property which was conveyed unto the said Reynolds Fisher and Zella Fisher, his wife, by Theodore Rice, unmarried, by deed dated the 1st day of April, 1916, and recorded in Liber No. 118, folio 225, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situate in or near the City of Cumberland, Allegany County, Maryland, and known and distinguished as Lot No. 10 of the Cumberland Improvement Company's Eastern Addition to Cumberland, and more particularly described as follows:

BEGINNING for the same at the end of the first line of Lot Number 9, and running thence with the South side of the Baltimore Pike, South 81 degrees and 11 minutes West 51.5 feet, thence South 1 degree and 43 minutes West 111.2 feet to a fourteen-foot alley, thence with the North side of said alley, South 88 degrees and 54 minutes East 52 feet to the end of the second line of Lot Number 9, thence reversing said second line, North 1 degree 6 minutes East 120 feet to the place of beginning.

It being the same property which was conveyed unto Reynolds Fisher and Zella L. Fisher, his wife, by James K. Ford and wife, by deed dated the 27th day of February, 1926, and recorded in Liber No. 152, folio 441, one of the Land Records of Allegany County.

ALSO: All the following described land in Allegany County, Maryland, East of Cumberland and on the Christie Road near Evitts Creek:

BEGINNING for the same at the center of a large stone pillar or post, containing an ironpipe protruding out from its East side, and bearing a metallic plate inscribed "Cottage Inn", it being on the North side of the Christie Road, and on the East

side of the road leading from the Christie Road into Leroy Minke's bathing pool, and being approximately 512 feet measured Eastwardly along the North side of the Christie Road from the Center of the iron bridge over Evitts Creek, it also being the beginning of the property conveyed by Michael J. Malamphy, et ux, to Leroy Minke, by deed dated May 16, 1933, and recorded among the Land Records of Allegany County, Maryland, in Liber 169, folio 337, and running thence with the first six courses and distances of the aforesaid mentioned Leroy Minke property adjoining on the West, as surveyed in 1933, North 64 degrees 35 minutes East 15-2/3 perches to a White oak tree bearing 12 notches; North 31 degrees 50 minutes East 10 perches to White oak tree bearing 12 notches; South 77 degrees East 11-1/3 perches to stake; North 54 degrees East 38-3/4 perches to stake; North 31 degrees 15 minutes East 30-1/3 perches to Wild Cherry tree bearing 12 notches; North 38 degrees 30 minutes East 15 1/2 perches to stake below wire fence; then leaving the Leroy Minke property, and with no variation, on April 14, 1934, the three following courses and distances, South 62 degrees 30 minutes East 26 1/2 perches to stake on top of ridge; South 72 degrees East 8 1/2 perches to stake standing in corner of field near woods, and witnessed by a Shumack tree bearing three notches; South 38 degrees 30 minutes East 8-7/10 perches to a corner fence post; thence with old wire fence, the four following courses and distances, using 30 minutes variation on April 14, 1934, South 19 degrees West 18 perches; South 26 degrees 30 minutes West 16 perches; South 29 degrees 30 minutes West 38 perches; South 36 degrees 45 minutes West 12 1/2 perches to a Mulberry stump, the end of the second line of M. J. Malamphy to Thomas S. Blacklin, by deed dated September 18, 1903, and recorded in Liber No. 93, folio 636, one of the Land Records of Allegany County; thence with four courses and distances of said conveyance, South 53 degrees 15 minutes West 20 perches up a steep hill to a stone; South 27 degrees 30 minutes West 12 perches to marked Hickory; South 34 degrees 30 minutes West 7 perches to marked White oak; South 45 degrees 30 minutes West 8 perches into the Christie Road, opposite a small wooden bridge across a small stream on the South side of said Road; thence leaving said conveyance, and constructing the seven following course and distances in and with the Christie Road, on April 14, 1934, North 33 degrees 30 minutes West 10 1/2 perches; North 50 degrees 30 minutes West 12 perches, the end of this line being at the end of a reference line drawn from the center of a "Spring" situated on the North side of the Christie Road; South 30 minutes

East $2\frac{1}{2}$ perches and 3 links, still in and with said road; North 41 degrees 30 minutes West $10\frac{1}{2}$ perches; North 22 degrees West 7 perches; North 45 degrees West 5 perches; North 56 degrees West $14\frac{1}{2}$ perches; North 49 degrees 30 minutes West 17 perches; then leaving said road, North 30 degrees East $\frac{3}{4}$ of a perch to the place of beginning, containing 44 acres, more or less.

EXCEPTING, HOWEVER, $3\frac{1}{4}$ acres, more or less, which the said Reynolds Fisher and wife conveyed unto Ernest James Twigg and wife, by deed dated August 24, 1954, and recorded in Liber No. 261, folio 306, one of the Land Records of Allegany County.

It being part of the same property which was conveyed unto Reynolds Fisher and Zella L. Fisher, his wife, by Richard F. McMullen, Trustee, by deed dated the 20th day of March, 1935, and recorded in Liber No. 172, folio 372, one of the Land Records of Allegany County.

ALSO: All that tract of land containing thirty-five acres, more or less, situated in Election District No. 22, in Allegany County, State of Maryland, and lying on the East side of the Christie Road about three miles East of Cumberland, Maryland, and being the same property which was conveyed by George Henderson, Assignee of Mortgage, to Bessie M. Gurley (widow of Charles R. Gurley), by deed dated October 15, 1928, and recorded in Liber No. 159, folio 315, one of the Land Records of Allegany County, State of Maryland.

It being the same property which was conveyed unto the said Reynolds Fisher and Zella L. Fisher, his wife, by Bessie M. Gurley, widow, by deed dated the 27th day of August, 1931, and recorded in Liber No. 166, folio 265, one of the Land Records of Allegany County.

ALSO: All the tracts, parts of tracts, pieces and parcels of land lying and being in Allegany County and State of Maryland composing or constituting the home farm of Arthur Selby, late of Allegany County, deceased, and of which the said Arthur Selby, father of William W. Selby, died seized and possessed, except such parts thereof as have been sold and conveyed, whether particularly mentioned or described herein or not, to-wit:

All that tract or parcel of land called "Sugar Camp" containing 127 acres, more or less, and patented to Walter Selby, father of said Arthur Selby, by the State of Maryland, by Patent dated the 1st day of December, 1810, and recorded in the Land Office of Maryland in Liber JK No. T, folio 416 &c. Also all that

tract or parcel of land called "The Resurvey on Sugar Camp" containing $172\frac{1}{2}$ acres, more or less, patented to said Walter Selby by the State of Maryland by Patent dated the 10th day of December, 1813, and recorded in the Land Office of the State of Maryland in Liber J. B. No. A, folio 433 &c. Excepting therefrom, however, the quantity of $1\text{-}\frac{3}{8}$ acres of land, part thereof heretofore conveyed by said Arthur Selby to Andrew Rice by deed dated June 9th, 1858, and recorded in Liber H. R. No. 17, folio 121 &c., one of the Land Records of Allegany County aforesaid. Also all that tract of land called "Quaker Garden", containing $28\text{-}\frac{3}{4}$ acres, more or less, patented to Walter Selby aforesaid by the State of Maryland, by patent bearing date the 1st day of September, 1838, and recorded in the Land Office of Maryland in Liber G. G. B. No. 1, folio 638 &c. Also all that part of a tract or parcel of land called "Moveable Property", containing in the part hereby intended to be conveyed, the quantity of $23\text{-}\frac{1}{8}$ acres, more or less, and conveyed to the said William W. Selby by Robert Christy and wife, by deed dated the 7th day of April, 1859, and recorded in Liber H. R. No. 18, folio 45 &c., one of the Land Records aforesaid, said whole tract called "Moveable Property" having been patented to said Arthur Selby by the State of Maryland by Patent bearing date the 3rd day of September, 1858, and recorded in the Land Office of Maryland, in Liber G. G. B. No. 1, folio 639 &c. Also all that tract or parcel of land called "Steep Hill", containing $92\text{-}\frac{7}{8}$ acres, more or less, patented to said Arthur Selby by the State of Maryland, by Patent bearing date the 4th day of March, 1841, and recorded in the Land Office of Maryland in Liber G. G. B. No. 3, folio 594 &c., except, however, such part of said tract of land called "Steep Hill" as was conveyed to Robert Christy by said William W. Selby and wife by deed bearing date the 7th day of April, 1859, and recorded in Liber H. R. No. 18, folio 49 &c., one of the Land Records aforesaid. Also all that tract or parcel of land called the "Two Sick", containing $76\frac{1}{2}$ acres, more or less, conveyed to said Arthur Selby by Margaret Houser by deed dated the 15th day of March, 1827, and recorded in Liber A. B. No. N, folio 390 &c., one of the Land Records aforesaid and also by Simon Houser and Jacob Houser by deed dated the 29th day of December, 1828, and recorded in Liber A. B. No. O, folio 324 &c., one of said Land Records, and which said tract of land was patented to a certain Christian Houser by the State of Maryland, by patent bearing date the 30th day of November, 1792, and recorded in the Land Office of Maryland in Liber J. C. No. H, folio 199 &c. Ex-

cepting from this conveyance, however, such part of said tract of land (being $23\frac{1}{2}$ acres) as was conveyed by said William W. Selby and wife to Robert Christy by deed bearing date the 7th day of April, 1859, and recorded in Liber H. R. No. 18, folio 49 &c., one of the Land Records aforesaid. Also all that part of the tract or parcel of land called "Spa", and containing in the part hereby intended to be conveyed the quantity of thirty-seven acres, more or less, conveyed to said Arthur Selby by William Matthews, Trustee, by deed bearing date the 7th day of July, 1841, and recorded in Liber A. B. No. "B.B.", folio 490 &c., one of the Land Records of Allegany County aforesaid, the quantity of twelve acres of said parcel of land having been devised by the said Arthur Selby to his daughter, Mary Jane Christy, as appears by his Will of record in the Office of the Register of Wills of Allegany County aforesaid, and which said tract called "Spa" was patented to a certain Laurence O'Neale by patent bearing date the 31st day of July, 1806, and recorded in the Land Office of Maryland, in Liber J. C. No. L, folio 336 &c. Also all that part of a tract of land called "Cornucopia Resurveyed", containing four and one-half acres conveyed to the said William W. Selby by Robert Christy and wife by deed dated the 3rd day of December, 1866, and recorded in Liber H. R. No. 25, folio 392 &c., one of the Land Records aforesaid. Also all that part of "Pleasant Harbor Resurveyed", and part of "Joseph's Second Attempt", containing in said two pieces of land 58 acres and $13/16$ of an acre, except such part thereof not exceeding 19 acres, sold but not yet conveyed by William W. Selby to Samuel Jeffries, Also all that part of a tract of land called "Steep Hill", containing 1 acre and $7/8$ of an acre, and which said last three tracts, parts of tracts and parcels of land, were sold and conveyed to the said William W. Selby by Robert Christy and wife by deed dated the 12th day of April, 1862, and recorded in Liber H. R. No. 20, folio 121 &c., one of the Land Records of the County aforesaid. Also all those two pieces or parcels of land lying contiguous to and adjoining the tract of land called "The Resurvey on Sugar Camp", and containing the quantity of 3 acres, conveyed to the said Arthur Selby by Marcus Bosley and wife by deed dated the 13th day of April, 1850, and recorded in Liber H. B. No. 6, folio 165 &c., one of the Land Records aforesaid. Also all that piece or parcel of land also lying contiguous to the tract of land called "The Resurvey on Sugar Camp", containing $16\text{-}3/4$ acres conveyed to the said Arthur Selby by Marcus Bosley and wife by deed dated the 11th day of

November, 1850, and recorded in Liber H. B. No. 6, folio 519 &c., one of the Land Records aforesaid, and also all that tract or parcel of land called "Joseph's Second Attempt", containing 24 acres, more or less, conveyed to the said Arthur Selby by Zadock Brashears by deed dated the 13th day of April, 1855, and recorded in Liber H. R. No. 12, folio 528 &c., one of the Land Records aforesaid, except, however, such part thereof as was conveyed by said William W. Selby and wife to a certain John Wantling by deed dated December 18, 1860, and recorded in Liber H. R. No. 19, folio 267 &c., one of said Land Records. Also all that piece or parcel of land called "Tomood", lying contiguous to the tracts and parcels of land hereinbefore mentioned supposed to contain 30 acres, more or less, and particularly described by metes and bounds in a certificate of survey and plat of same in the name of Arthur Selby, assignee of James Smith, returned to the Land Office of Maryland, March 16, 1837. And for a more full and particular description by metes and bounds, courses and distances of the said tracts, parts of tracts, pieces and parcels of land hereby conveyed, reference is hereby made to the Patent Certificate and deeds for the same hereinbefore recited and referred to. The said tracts, parts of tracts, pieces and parcels of land herein mentioned and intended hereby to be conveyed, contain in the whole the quantity of 400 acres, more or less.

EXCEPTING, HOWEVER, all those two parcels which were carved out of the above land, one of which containing $3\frac{1}{8}$ acres, more or less, was heretofore conveyed by Michael Naughton to Francis A. Zimmerly by deed dated May 27, 1878, and recorded in Liber No. 50, folio 680, and another parcel containing $2\frac{1}{2}$ acres, more or less, which was conveyed by Howard E. Fisher and wife to William Guy Hill by deed dated June 23, 1949, and recorded in Liber No. 261, folio 93, of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Howard E. Fisher and wife by Edward P. Martz and others by deed dated April 28, 1945, and recorded in Liber No. 203, folio 621, one of the Land Records of Allegany County.

ALSO: All that piece or parcel of land lying and situate about four miles East of Cumberland on the Christie Road, Allegany County, State of Maryland, more particularly described as follows:

BEGINNING for the same at a large black oak standing by a new fence, about 140 feet South of a private road, and running thence South $69\frac{1}{2}$ degrees West 217 feet, South 27 degrees East 100

feet, South 60 degrees East 205 feet, North 83 degrees East 332 feet to a fence post, and with a new wire fence, North 56½ degrees West 420 feet to the place of beginning, containing 2¼ acres, more or less. Magnetic bearings as of May 7, 1949, measurements horizontal

It being the same property which was conveyed unto the said Howard E. Fisher and wife by William Guy Hill and Edna H. Hill, his wife, by deed dated June 23, 1949, and duly recorded among the Land Records of Allegany County.

Also, included under the lien of this Mortgage are all of the bar and restaurant fixtures and appliances, kitchen equipment and all other personal property owned by the Mortgagors, or either of them, and located at No. 493 Baltimore Avenue, Cumberland, Maryland.

TOGETHER, with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

This Mortgage is additionally secured by a Mortgage from

Howard E. Fisher and Mary E. Fisher, his wife, to The Liberty Trust Company covering a certain property in Garrett County, Maryland, and for the amount of Three Thousand (\$3,000.00) Dollars, and bearing even date herewith, it being understood, however, that the total obligation as evidenced by both mortgages is Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars, together with the interest thereon at the rate herein stated.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagors may retain possession of the mortgaged property, upon paying in the meantime all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant and agree to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the Mortgagee as additional security and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said

commissions; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Twenty-Seven Thousand Five Hundred (\$27,500.00) Dollars - - - - - and to cause the policy or policies issued therefor to be so

framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of the said Mortgagors, the day and year above written.

WITNESS:

Thomas L. Keech

Howard E. Fisher (SEAL)
HOWARD E. FISHER

Mary E. Fisher (SEAL)
MARY E. FISHER

Reynolds Fisher (SEAL)
REYNOLDS FISHER

Zella L. Fisher (SEAL)
ZELLA L. FISHER

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, that on this 17th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Howard E. Fisher and Mary E. Fisher, his wife, and Reynolds Fisher

and Zella L. Fisher, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Geo. A. Piper
NOTARY PUBLIC

FILED AND RECORDED JANUARY 18th 1955 at 1:50 P.M.

This Mortgage, Made this 17th day of
January, in the year nineteen hundred and Fifty Five, by and between
Leroy J. Lewis and Mabel L. Lewis, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of One Thousand Five Hundred (\$1,500.00) Dollars,
for which they have given their promissory note of even date herewith, payable
on or before one year after date with interest at the rate of 6% per annum in
monthly payments on the principal and interest of not less than Thirty (\$30.00)
Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such



advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All those three lots, pieces or parcels of land lying and being in Allegany County, Maryland, situated on the west side of Winchester Road, a County Road that lies between Mcullen Road and a National Turnpike Road, said property being more particularly described as follows:

First. All that lot or parcel of land, containing 22/100 acres, more or less, described and conveyed in the deed from William T. Lewis et al to Leroy J. Lewis et ux, dated June 30, 1937, and recorded in Liber No. 173, folio

141, one of the Land Records of Allegany County, Maryland.

Second. All that lot or parcel of land, being Lot No. 32 and the adjoining triangular lot, as shown on the plat of the Lewis Lands filed in Plat Case, Box 145, of the Land Records of Allegany County, Maryland, and being the same property described and conveyed in the deed from William T. Lewis et al to Leroy L. Lewis et ux, dated July 19, 1946, and recorded in Liber No. 219, folio 89, of said Land Records.

Third. All that lot or parcel of land containing 1.92 acres, more or less, which is described and conveyed in the deed from William T. Lewis to Leroy J. Lewis et ux, dated November 25, 1953, and recorded in Liber No. 255, folio 114, one of the Land Records of Allegany County, Maryland.

Excepting, however, from the two parcels first described, all those parts and easements given from same by the said Leroy J. Lewis et al, in two deeds, one to J. Marshall Porter et ux, dated July 10, 1946, and recorded in Liber No. 249, folio 363, one of said Land Records, and the other to the State of Maryland, for the use of the State Roads Commission of Maryland, dated July 17, 1943, and recorded in Liber No. 241, folio 486, one of said Land Records.

Reference to all of the deeds aforementioned is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - One Thousand Five Hundred (\$1,500.00) - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances

with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - One Thousand Five Hundred (\$1,500.00) - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Leroy J. Lewis (SEAL)
Leroy J. Lewis
Mabel L. Lewis (SEAL)
Mabel L. Lewis

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 17th day of January, in the year nineteen hundred and Fifty Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Leroy L. Lewis and Mabel L. Lewis, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

For value received, The Commercial Savings Bank of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness my corporate name and the corporate seal of said bank duly affixed by its President and attested by its assistant secretary on this 11th day of April, 1955.
William C. Dudley *The Commercial Savings Bank of Cumberland, Maryland*
Assistant Secretary *by: G. C. Cook*
4-11-55 *President*

Notary Seal
Notary Seal

FILED AND RECORDED JANUARY 18th 1955 at 12:30 P.M.
purchase money
This Mortgage, Made this 17th day of JANUARY in the year Nineteen Hundred and fifty -five by and between
Virgil L. Abe and Mary Lee Abe, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand Two Hundred Twenty-five & 00/100 - (\$9225.00) -- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-eight & 39/100 - - - (\$58.39) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to

the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of Bowling Avenue known and designated as part of Lot No. 19, whole Lot No. 20 and whole Lot No. 21, in Bowling Green Tenth Addition located on or near the McMullen Highway about one mile westerly of the city limits of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 264, folio 67 one of the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the westerly side of Bowling Avenue distant South 13 degrees 2 minutes East 164.8 feet from the southwesterly intersection of Bowling Avenue and Walnut Street, and running then with said avenue South 13 degrees 2 minutes East 95 feet, then South 76 degrees 58 minutes West 120.9 feet to the easterly side of a 15 foot alley, then with said alley North 17 degrees 40 minutes West 53.75 feet, North 14 degrees 40 minutes West 41.42 feet, and then North 76 degrees 58 minutes East 126.43 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Charles V. Chapman and Ruth D. Chapman, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 323 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-

gatee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein of their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

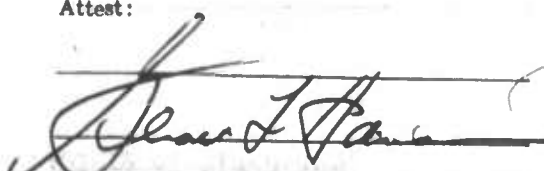
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Two Hundred Twenty-five & 00/100 ----- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

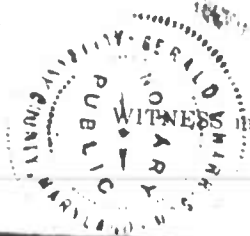
Attest:

 Virgil L. Abe [SEAL]
Mary Lee Abe [SEAL]
Mary Lee Abe [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 17th day of JANUARY
in the year nineteen Hundred and Fifty-five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Virgil L. Abe and Mary Lee Abe, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



by hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 19 1955 at 1:20 P.M.

This Mortgage, Made this 17 day of January, 1955,

by and between

----- MELLIE MARY PATKIN, WIDOW -----

of Allegany County, Maryland, party of the first part, herein-
after called the "Mortgagor." and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,
MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of
Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan
of TWO HUNDRED EIGHTY- - - - -00/100- - - DOLLARS (\$280.00)
being the balance of the purchase money for the property hereinafter described

on his TWO and TWO-THIRTEENTHS- - - - - (2-2/13) SHARES
of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments,

with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of

TEN DOLLARS (\$10.00), on or before the 17th

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in Election District No. 12, having a frontage on Powell's Lane near the Town of Grahamsville, and being more particularly described as follows:

BEGINNING for the same on the side of Powell's Lane at a stake standing at the end of two hundred and fifty feet from the beginning of the first line of all that lot or parcel of ground which was conveyed by the Consolidation Coal Company to Simeon H. Duckworth and wife by deed dated December 9, 1920, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 163, folio 284, and running thence with part of said first line of said deed and with Powell's Lane South sixty degrees twenty-six minutes East fifty feet, and thence running across the said whole lot South twenty-nine degrees sixteen minutes West one hundred and forty-six and twenty-one hundredths feet to the fourth line of said whole lot, and thence running with part of said fourth line South fifty-nine degrees fifty-eight minutes West fifty feet and running thence across said whole lot North twenty-nine degrees forty-eight minutes East one hundred forty-five and seventy-nine hundredths feet to the place of beginning.

IT being the same property which was conveyed by Simeon H. Duckworth and wife by deed dated December 16, 1939, to Joseph E. Fatkin and Nellie Mary Fatkin, his wife, and recorded in Deeds Liber No. 185, folio 354 of the Land Records of Allegany County, Maryland; the said Joseph E. Fatkin having heretofore departed this life leaving surviving his wife, the said Nellie Mary Fatkin, title to the said property having thereupon become vested in the said Nellie Mary Fatkin as surviving tenant by the entirety.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to con-

stitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signature and seal of the party of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

Nellie Mary Fatkin (SEAL)
NELLIE MARY FATKIN, Widow

(SEAL)

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 17th day of January, 1955,
before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared NELLIE MARY FATKIN, WIDOW

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be her

act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna Jean L. [Signature]
Notary Public

Compared and Mailed *[Signature]*
To *Notary Public* *[Signature]*

FILED AND RECORDED JANUARY 19th 1955 at 1:20 P.M.

This Mortgage, Made this 15th day of January, 1955,

by and between

- - - - - WILLIAM L. JONES and LOTTIE JONES, his wife - - - - -

of **Allegany**

County, Maryland, parties of the first part, herein-
after called the "Mortgagor," and **EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,**

MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of THREE HUNDRED- - - - -00/100----- DOLLARS (\$300.00) being the balance of the purchase money for the property hereinafter described on his Two and four-thirteenths- - - - - (2-4/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of

FIVE DOLLARS (\$5.00), on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL of that lot, piece or parcel of land lying and being in Allegany County, in the State of Maryland; it being part of a tract called "Walnut Level", and which said part now intended to be conveyed is more particularly described as follows:

BEGINNING at a stake standing by an old fence and at the end of the first line of Edward R. Eradley's lot, and running thence North eight degrees West thirty-nine feet to a stake East two hundred eighty-eight feet to the edge of the County Road, and with it South one degree East thirty-eight feet to intersect a line drawn East from the beginning, and with it reversed West two hundred eighty-two feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Mary Wright and others, by deed dated August 23, 1927 and recorded in Liber No. 156, folio 150, of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

(\$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power

but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

William L. Jones (SEAL)
WILLIAM L. JONES

Lottie Jones (SEAL)
LOTTIE JONES

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 15th day of **January**, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared **WILLIAM L. JONES and LOTTIE JONES, his wife**

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be **their** **respective** act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anne Jean L. Jones
Notary Public

Campanelli and Sons, Baltimore
Leo H. Legg City City
JAN 25 1955

FILED AND RECORDED JANUARY 19 1955 at 9:40 A.M.

purchase money

This Mortgage, Made this 18th day of JANUARY in the year Nineteen Hundred and fifty -five by and between Leroy F. Owens and Rita C. Owens, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Four Hundred & 00/100 - - (\$5400.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-nine & 51/100 - - (\$39.51) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Mullin Street, in Mapleside Addition to Cumberland, Allegany County, Maryland, known and designated as Lot No. 343 on the plat of said addition, a plat of which said addition is recorded in Liber No. 1, folio 30 one of the Plat Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same on the easterly side of Mullin Street at the end of the first line of Lot No. 342 of said addition, and running then with the easterly side of Mullin Street, South 10 degrees and 10 minutes West 50 feet, then South 79 degrees and 50 minutes East 194.3 feet to the 10th line of the Hoffman tract, then with it, North 24 1/2 degrees East 51.9 feet to the end of the second line of said Lot No. 342, and then with said second line, reversed, North 79 degrees and 52 minutes West 207.3 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William J. Yoders and Edith M. Yoders, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the

Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Four Hundred & 00/100 - - (\$5400.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions

for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George L. Hanes *Leroy F. Owens* [SEAL]
George L. Hanes *Rita C. Owens* [SEAL]
 Leroy F. Owens
 Rita C. Owens

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 18TH day of JANUARY
 in the year nineteen Hundred and Fifty-five, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Leroy F. Owens and Rita C. Owens, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law ~~that~~ he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Hanes
 Notary Public.

Compared and Matched

To *Malloy & Crescent Rd.*
Summit 7th
Jan 25 1955

FILED AND RECORDED JANUARY 19th 1955 at 2:40 P.M.

This Mortgage, Made this 10 day of January
 in the year Nineteen Hundred and Fifty-five, by and between

Lawrence Gregory Malloy and Emma Jean Malloy, his wife,

of Allegany County, in the State of Maryland
 parties of the first part, and Joseph F. Porter and Catherine T.

Porter, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted to the said parties of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars, which said sum the said parties of the first part hereby agree to pay in installments of not more than Twenty-four Dollars and seventy-six cents (\$24.76) per month, which shall include interest at the rate of six (6) per cent. per annum, and payable monthly, beginning on the 1st day of January, 1907. The said parties of the second part hereby agree to accept of the said parties of the first part, the said installments of Twenty-four Dollars and seventy-six cents (\$24.76) per month, as full payment of the said indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their heirs and assigns, the following property, to-wit: All that certain lot or parcel of land, situate, lying and being in the town of Mount Savage, Allegany County, Maryland, and described as follows:

BEING LOT 100, the same at a peg standing on the right-of-way of the Cumberland and Pennsylvania Railroad track and 23.6 feet on the first line of the third parcel of a lot from the said Mining Company to the Cumberland and Pennsylvania Railroad Company; said lot bearing date of the 15th day of October,

1907 and recorded among the Land records of Allegany County, Maryland in Liber 107, folio 200; and running thence from said peg which stands forty feet from the center line thereof, North 32 degrees 01 minutes East 123.81 feet to the limits of the old county road leading from Mount Savage to Cumberland; and running thence with said roadway and running South 33 degrees 01 minutes East 111.17 feet to the aforesaid right-of-way of the aforesaid Cumberland and Pennsylvania Railroad; and with it, South 31 degrees 01 minutes East 107.0 feet to the place of beginning, containing .27 acres.

BEING the same property that was conveyed by the

said parties of the second part to the said parties of the first part by deed of even date herewith and intended to be recorded simultaneously with the recording of this mortgage.

This is a purchase money mortgage given to secure a part of the purchase price.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of

-----Four thousand Dollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Harold E. Naughton,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said
parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee for their
assigns, the improvements on the hereby mortgaged land to the amount of at least

---Four thousand-----

Dollars.

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee S, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagors.

Attest:

Wilton Lison
Wilton Lison

Lawrence Gregory Malloy [SEAL]
Lawrence Gregory Malloy [SEAL]

Emma Jean Malloy [SEAL]
Emma Jean Malloy [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th day of January
in the year nineteen Hundred and Fifty -five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Lawrence Gregory Malloy and Emma Jean Malloy, his wife
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Joseph F. Porter and Catherine Theresa Porter, his
the within named mortgagees ^{wife} and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Phillips
Notary Public.

Completed and Signed
To Mr. J. H. Hester
Jan 25 1955

UBER 309 PAGE 456

FILED AND RECORDED JANUARY 18th 1955 at 10:15 A.M.

THIS MORTGAGE made this 1st day of January, in the year one thousand nine hundred and fifty ^{five} ~~four~~, by and between Joseph F. Habeeb and Nettie S. Habeeb, his wife, of Westernport, Allegany County, Maryland, parties of the first part, and The Citizens National Bank of Westernport, Maryland, a corporation; The First National Bank of Barton, Maryland; a corporation; and The First National Bank of Piedmont, West Virginia, a corporation, all organized under the National Banking Laws of The United States, parties of the second part, witnesseseth,

WHEREAS, the parties of the first part are indebted unto the said parties of the second part, altogether in the full and just sum of twenty-two thousand dollars (\$ 22,000.00) for money lent, which loan is evidenced by the three promissory notes of the said parties of the first part, each of even date herewith, and providing as follows:

One of said notes being payable to The Citizens National Bank of Westernport, Maryland, on demand, for the sum of eight thousand dollars (\$8,000.00) with interest at 6% per annum, payable monthly.

One of said notes being payable to The First National Bank of Barton, Maryland, on demand for the sum of five thousand dollars (\$5,000.00) with interest at 6% per annum, payable monthly.

One of said notes being payable to The First National Bank of Piedmont, West Virginia, on demand, for the sum of nine thousand dollars (\$ 9,000.00) with interest at 6% per annum, payable monthly.

AND WHEREAS, the said parties of the first part desire by this mortgage to secure to the holders of said promissory notes the prompt payment of the principal thereof and the interest due thereon as stipulated in said notes, without any preference or priority between them in said security.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that the said parties of the first part in consideration of the premises and of the mutual covenants herein contained and of the payment of the said sum of twenty two thousand dollars, as well as the execution and delivery of these presents, and in order to secure the prompt payment of the principal and interest of the notes mentioned above, as well as to secure the payment of the principal and interest of any renewal of the same or either of them for the same or lesser amounts, as well as to secure the performance of each and all of the covenants herein expressed to be performed, do hereby give, grant, bargain and sell, release and confirm unto the said, The Citizens National Bank of Westernport, Maryland, The First National Bank of Barton, Maryland, and The First National Bank of Piedmont, West Virginia, their successors and assigns, all of the following

lands, premises and estate situated in the town of Westernport, Allegany County, Maryland, to wit:

All that certain real estate lying and being at the corner of Main Street and River Road, and particularly described as beginning for the same on the Northerly side of River Road, now called Church Street, at a point distant South 20 degrees 51 minutes East 36.1 feet from the South Easterly corner of the two story brick building known as the J. H. C. Getty House, located on the property hereby conveyed, and running thence with the Northerly side of the said River Road or Church Street, North 57 degrees 24 minutes, West 29.4 feet, thence North 48 degrees 30 minutes West 68 feet to the Easterly side of Main Street, and with it North 24 degrees 10 minutes East 72.5 feet to the Southerly side of an Alley and with it South 65 degrees 50 minutes East 94 feet to intersect a line drawn North 24 degrees 10 minutes East from the place of beginning, and then reversing the said intersecting line (Parallel with Main St.) South 24 degrees 10 minutes East 97.1 feet to the beginning. Being the same property which was conveyed unto George Habeeb by deed from John H. Getty, Trustee, dated September 1, 1921 and of record in Liber No. 143 Folio 551 of the land records of Allegany County, Maryland. To which deed, so recorded and the plat attached thereto a reference is hereby made for a more definite and particular description of the said property.

EXCEPTING HOWEVER THEREFROM that small triangular parcel of ground containing 72.8 square feet, more or less, which was conveyed by George Habeeb et ux to M. A. Getty by deed of May 31, 1923 and recorded in Liber No. 143 Folio 557 of the land records of Allegany County, Maryland. And Excepting also that strip of land 16½ feet wide running throughout and along the northerly boundary of said lands of the parties of the first part as was conveyed by them to The Citizens National Bank of Westernport, Maryland, by deed of ~~December~~ 30th, 1954, and which deed is to be recorded among the land records of Allegany County, Maryland, prior to the recording of this mortgage. To which deeds so recorded a reference is hereby specially made for a more definite and particular description of the property herein excepted.

All of the property and estate hereby mortgaged having descended upon the death of the said George Habeeb, intestate, unto Victoria Habeeb, his widow, Joseph F. Habeeb and Barbara Habeeb, his two children, and the interest of the said Victoria Habeeb and Barbara Habeeb having been heretofore conveyed unto Joseph F. Habeeb by deeds duly recorded among the land records of Allegany County, Maryland.

TOGETHER with all of the improvements thereon and all of the rights, roads, waters and privileges thereunto belong or in any way appertaining.

TO HAVE AND TO HOLD all of the above mentioned and described premises, property, rights, estate and appurtenances unto the said The Citizens National Bank of Westernport, Maryland; The First National Bank of Barton, Maryland; and The First National Bank of Piedmont, West Virginia, their successors and assigns, Provided However, that if the said parties of the first part, their

heirs, executors, administrators or assigns do and shall pay to the said banks, their successors or assigns, the aforesaid sum of twenty two thousand dollars (\$ 22,000.00), evidenced by the aforesaid three promissory notes, together with the interest thereon, as and when the same shall become due and payable, and in the meantime shall perform all of the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises by the parties of the first part or until they shall do or permit anything to be done which will impair, weaken or diminish the security intended to be given under and by virtue of this mortgage, the said banks, the mortgagees as aforesaid, their successors and assigns will permit and suffer the said parties of the first part, their heirs and assigns, to possess, manage and operate and enjoy all of the lands, tenements, property, rights and privileges hereinbefore described, and to receive, take and use the income, revenue, rents, issues and profits thereof in the same manner and with the same effect as if this mortgage had never been made.

AND IT IS AGREED that the said parties of the first part shall at all times during the existence of this mortgage keep the improvements on said premises insured against loss or damage by fire in such fire insurance companies as will be acceptable to the mortgagees herein to the amount of at least twenty two thousand dollars and to cause the policies issued therefore to be so framed or endorsed as in case of fire, to inure to the benefit of the mortgagees herein, their successors or assigns to the extent of their liens or claims hereunder, and to place such policies forthwith in the possession of the mortgagees or the mortgagees may effect such insurance and collect the premiums thereon with interest as part of the mortgage debt.

AND IT IS FURTHER AGREED, that in case the said parties of the first part, their heirs, personal representatives or assigns shall at any time hereafter make default in the payments on said loan as evidenced by said promissory notes or shall fail to pay the interest thereon as provided in said notes or shall suffer or allow and taxes, assessments or charges to be or become in arrears whereby the security of this mortgage may be impaired or shall fail to keep such premises insured as herein provided or shall make default or breach in the performance or observance of any condition, obligation or requirement herein imposed upon them, then and in either of said events, these presents are hereby declared to be in trust and the said parties of the second part or either of them.

their or its successors or assigns, or Horace P. Whitworth or Harry K. Drane, their duly constituted agent or attorney are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey to the purchaser or purchasers, thereof the said property, which sale shall be made in manner following, to wit:

By giving at least thirty days notice of the time, place, manner and terms of the sale in some newspaper published in Allegany County, Maryland. The said sale to be for cash and the proceeds arising therefrom to apply, First to the payment of all expenses incident to such sale, including taxes and a commission of eight percent to the party or parties making such sale, Secondly, to the payment of all money due under this mortgage, whether the same shall have then matured or not, and as to the balance to pay it over to the said Joseph F. Habeeb and Nettie S. Habeeb, husband and wife, their heirs and assigns.

It being understood and agreed that in the event of such sale, the whole principal sum of such mortgage debt then due and hereby secured shall forthwith become due and payable, as evidenced by said promissory notes, from the proceeds of said sale, without any priority as between them. And it is further agreed that in case of advertisement under the above power and no sale, one half of the said commissions, figured on the outstanding and unpaid mortgage debt shall be allowed and paid as costs by the parties of the first part.

Witness the hands and seals of the said mortgagors.

Joseph F. Habeeb (SEAL)
Joseph F. Habeeb.

Nettie S. Habeeb (SEAL)
Nettie S. Habeeb.

Horace P. Whitworth
Witness.

State of Maryland, County of Allegany, to wit:

I hereby certify that on this 1st day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Joseph F. Habeeb and Nettie S. Habeeb, husband and wife, and did each acknowledge the foregoing mortgage to be their act and deed.

And at the same time personally appeared Horace P. Whitworth, the president of The Citizens National Bank of Westernport, Maryland, one of the named mortgagees herein and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Richard Whitworth
Notary Public.



State
Stamps

24.20.
22-80

FILED AND RECORDED JANUARY 19 1955 at 12:55 P.M.

This Mortgage, Made this 14th day of January
in the year Nineteen Hundred and Fifty - Five _____, by and between
ODIE E. REYNARD (widow)

of Allegheny County, in the State of Maryland
part V of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking
corporation duly incorporated under the laws of the United States,

of Allegheny County, in the State of Maryland
party _____ of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the
party of the second part in the full and just sum of Twenty-Eight
Hundred (\$2,800.00) Dollars, this day loaned the party of the first
part, which principal sum, with interest at 5% per annum, shall be
repaid in monthly payments of not less than Eighty-Four (\$84.00)
Dollars, said payments to be applied first to interest and the balance
to principle; the first of said monthly payments to be due and pay-
able two (2) years from the date hereof and to continue monthly un-
til the amount of principal and interest is paid in full...provided,
however, that any balance of principal and interest unpaid at the
end of five (5) years from the date hereof shall then become due
and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said party of the first part
does give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or

~~known and~~ assigns, the following property, to-wit:

ALL those two parcels or tracts of land situated in Dis-
trict No. 7 in Allegheny County, Maryland, one parcel of which being
the same property which was conveyed to Odie E. Reynard and Elmer L.
Reynard, her husband (now deceased), by Frank R. Troy, Trustee, by
deed dated October 4, 1943, and recorded among the Land Records
of Allegheny County in Liber No. 198, folio 216, said parcel contain-
ing 2.53 acres of land, more or less; also

ALL that parcel or tract of land situated in District No.
7 in Allegheny County, Maryland, and being the same property which
was conveyed to Odie E. Reynard by Laura V. VanPelt (widow) by deed



dated September 27, 1950, and recorded among said Land Records in Liber No. 232, folio 276. Said parcel containing 10 acres of land, more or less.

Reference to both of the above mentioned deeds is hereby made for more particular descriptions by metes and bounds of the property herein conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part

her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~executors, administrators~~ or assigns, the aforesaid sum of

Twenty-Eight Hundred (2,800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~his, her or their duly constituted attorney or agent~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said party of the first part

shall further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Twenty-Eight Hundred (\$2,800.00) ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~his~~ or assigns, to the extent

of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Angela M. McClure

Odie E. Reynard [SEAL]
Odie E. Reynard

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 14th day of January
in the year nineteen Hundred and Fifty - Five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

ODIE E. REYNARD (widow)

and she acknowledged the foregoing mortgage to be her
act and deed; and at the same time before me also personally appeared

JOHN H. MOSN R, Cashier of
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Michael A. Libbert
Notary Public



Compared and Verified

To Mt. Lee City

Jan 25 1955

FILED AND RECORDED JANUARY 20th 1955 at 3:40 P.M.

purchase money

This Mortgage, Made this 20th day of January
in the year Nineteen Hundred and Fifty - five, by and between

James C. Beane and Macel M. Beane, his wife,

of Allegany County, in the State of Maryland



part 108 of the first part, and

the Second National Bank of Cumberland National Banking Corporation with its principal place of business in Cumberland

of Albany County, in the State of NY

part " of the second part, WITNESSETH:

[illegible]

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Dr. G. C. Davis and Dr. C. M. Davis, 1916.

do give, grant, bargain and sell, convey, release and confirm unto the said

1944-1945, 1946-1947, 1948-1949, 1950-1951, 1952-1953, 1954-1955, 1956-1957, 1958-1959, 1960-1961, 1962-1963, 1964-1965, 1966-1967, 1968-1969, 1970-1971, 1972-1973, 1974-1975, 1976-1977, 1978-1979, 1980-1981, 1982-1983, 1984-1985, 1986-1987, 1988-1989, 1990-1991, 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 26

doice and assigns, the following property, to-wit:

All that let [redacted] [redacted] [redacted]
[redacted] [redacted] [redacted] [redacted] particularly a series of
[redacted] [redacted]

[REDACTED]

4. Ironing, in the same to an iron pipe stake standing at the end of the first line of a parcel of land conveyed to James L. Niner, et al, to John H. Niner, et al, by deed dated December 10, 1935, and recorded in Liber No. 172, folio 35, among the Land Records of Adams County, Maryland, said stake is also the beginning of a parcel of ground conveyed by George H. Niner, Trustee, to James L. Niner et al, by deed dated February 27, 1946, and recorded in Liber No. 207, folio 309, among said Land Records, running and continuing then with west of the first line of said James L. Niner parcel of ground (Magnetic bearing as of June 1, 1922, and horizontal measurements) North 60 degrees 20 minutes West 72.4 feet to an iron pipe stake, then cutting across the whole of said James L. Niner property and parallel to the second line of said property South 28 degrees 6 minutes West 267 feet to an iron pipe stake standing on the third line of said James L. Niner property, then with remainder of said third

line South 60 degrees 40 minutes East 70.7 feet to a locust post, it being the end of the second line of the aforementioned John W. Miner parcel of ground, then reversing said second line North 28 degrees 55 minutes East 266.1 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Walter V. Miller and Margaret C. Miller, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James C. Beane and Macel M. Beane, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors ~~XXXXXX XXXX XXXX XXXX~~ or assigns, the aforesaid sum of

Five Thousand & 00/100 - - - - (\$5000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

James C. Beane and Macel M. Beane, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James C. Beane and Macel M. Beane, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland

heirs, executors, administrators and assigns, or Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James C. Beane and

Macel M. Beane, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said James C. Beane and Macel M. Beane, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 - - - (\$5000.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its SUCCESSORS Heirs or assigns, to the extent of its OR their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:
Harry J. Stegmaier *James Le Beau* [SEAL]
Harry J. Stegmaier *Grace M. Beau* [SEAL]
[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 20th day of January,
 in the year nineteen Hundred and Fifty - 1950 - Before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
James C. Beau and Grace M. Beau, his wife,
 and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared James C. Beau,
husband of Grace M. Beau, his wife,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mabel A. Schuch
 Notary Public

Robert B. Thomas and Betty M. Thomas
Jan 25 1955

LIBER 309 PAGE 466

FILED AND RECORDED JANUARY 20th 1955 at 11:40 A.M.

This Mortgage, Made this 15th day of January
in the year Nineteen Hundred and Fifty Five, by and between

Robert B. Thomas and Betty M. Thomas, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Morgan C. Harris and Phyllis G. Harris,
his wife, tenants by the entireties,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said Robert B. Thomas and Betty M. Thomas,
his wife, stand indebted unto the said Morgan C. Harris and
Phyllis G. Harris, his wife, tenants by the entireties, in the
just and full sum of Thirty-Five Hundred Dollars (\$3500.00),
as evidenced by their promissory note of even date herewith,
payable with interest at the rate of five percent (5%) per annum,
computed semi-annually. The aforesaid indebtedness is payable
one year from the date of this instrument.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Robert B. Thomas and Betty M.
Thomas, his wife,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said
Morgan C. Harris and Phyllis G. Harris, tenants by the entireties,
their

heirs and assigns, the following property, to-wit:

All that piece or parcel of land situated in the Town of
Lonaconing, Allegany County, Maryland, being part of that lot of
land which was conveyed to Duncan R. Sloan by the George's Creek
Coal and Iron Company by deed dated April 18, 1890, and recorded
in Liber No. 68, folio 187, one of the Land Records of Allegany
County, Maryland, and more particularly described as follows:
(Magnetic bearings reduced to vernier courses and horizontal
distances being used throughout)

BEGINNING for the same at a point at the end of the first line of a deed from Emma G. Sloan and Mildred K. Sloan to Robert S. Hamilton, et ux, dated June 14, 1944, and recorded among the Land Records of Allegany County in Liber No. 198, folio 393, and running thence with part of the first line of the original whole lot of which this is a part, North $41\frac{1}{2}$ degrees East 151 feet, more or less, to the beginning of a tract of land conveyed to Lutalie S. W. Hodgson by deed of Duncan R. Sloan, et ux, dated March 13, 1917, and recorded among the Land Records of Allegany County in Liber No. 132, folio 310; and running thence with the fourth line of said tract reversed, South 54 degrees 32 minutes east 127 feet; thence with part of the third line of the original tract of which this is a part, South 35 degrees 45 minutes West 24 feet; South 49 degrees West 100 feet; South 58 degrees West 40 feet to the end of the second line of the said Hamilton's lot; thence with said second line reversed, North 48 degrees 5 minutes West 96 feet to a stake on the West side of East Main Street, EXCEPTING, HOWEVER, from the above described parcel of ground all that part thereof which was heretofore conveyed by the said Fred L. Stoudt and Anna M. Stoudt, his then wife, by the following two deeds: namely, Deed to Robert B. Thomas, et ux, dated September 3, 1947, and recorded in Liber No. 217, folio 23, of the Land Records of Allegany County, and another deed to the said Robert B. Thomas, et ux, dated January 28, 1949, and recorded in Liber No. 224, folio 155, of said Land Records.

It being the same property which was conveyed unto Robert B. Thomas and Betty M. Thomas, his wife, by Fred L. Stoudt, widower, by deed dated the 15th day of January, 1955, and to be recorded among the Land Records of Allegany County, Maryland, immediately prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert B. Thomas and Betty M. Thomas his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Morgan C. Harris and Phyllis G. Harris, tenants by the entireties, their executors, administrator or assigns, the aforesaid sum of Thirty-Five Hundred Dollars (\$3500.00), together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Robert B. Thomas and Betty M. Thomas, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert B. Thomas and Betty M. Thomas, his wife

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Morgan C. Harris and Phyllis G. Harris, tenants by the entireties

their heirs, executors, administrators and assigns, or _____ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Mortgagors

their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Robert B. Thomas and Betty M. Thomas, his wife,

do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-Five Hundred Dollars (\$3500.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of \$3500⁰⁰ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

James Pack
James Pack

Robert B. Thomas [SEAL]
Robert B. Thomas
Betty M. Thomas [SEAL]
Betty M. Thomas

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of January

in the year nineteen Hundred and Fifty Five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert B. Thomas and Betty M. Thomas, his wife,

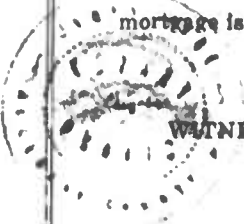
and each acknowledged the foregoing mortgage to be his and her

act and deed; and at the same time before me also personally appeared

Morgan C. Harris and Phyllis G. Harris,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



James Pack
Notary Public.

Clarence Lippel City
Feb 11 1955

FILED AND RECORDED JANUARY 21st 1955 at 9:30 A.M.

This Mortgage, Made this 20th day of January
in the year Nineteen Hundred and Fifty-five, by and between

Michael Beerman and Esther G. Beerman, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Irving Millenson

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Irving Millenson in the full and just sum of Seven Thousand Five Hundred (\$7,500.00) Dollars together with interest thereon at the rate of five (5%) per centum per annum, said interest to be computed semi-annually and payable monthly, as evidenced by their joint and several promissory note of even date herewith. The aforesaid principal sum with interest thereon as above provided shall be paid at the rate of Seventy-Nine (\$79.55) Dollars and fifty-five cents per month on the 20th day of each and every month hereafter until said principal sum is fully paid; from said monthly payments the interest is to be first deducted and the balance thereof is to be applied on the principal sum hereof. The parties of the first part shall have the right to anticipate any and all monthly payments on any payment date.

This mortgage shall also secure any and all future advances to be made at the mortgagee's option as provided by Section 2 of Article 66 of the Code of Public General Laws of Maryland (1951 Edition).

This is a purchase money mortgage as to Five Thousand Five Hundred (\$5,500.00) Dollars, which amount has been advanced by the party of the second part in full payment of the purchase money for the herein after described property.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Michael Beerman and Esther G. Beerman, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said

Irving Millenson, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in the City of Cumberland, Maryland, situated on the North side of Mechanic Street, known and designated on the plat of the City of Cumberland as part of Lot No. 31 in Beall's First Addition to the Town of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Mechanic Street with the Westerly side of Beverly Place and running thence with the Westerly side of Beverly Place North 24 degrees 30 minutes East 131.7 feet to a chiseled "x"; thence North 63 degrees 05 minutes West 64.95 feet to a stake; thence parallel with Beverly Place South 24 degrees 30 minutes West 122.3 feet to a spike on the Northerly side of Mechanic Street; thence with said side of said

street South 55 degrees 07 minutes East 66 feet to the place of beginning. Surveyed December, 1954.

BEING the same lot or parcel of ground conveyed to Michael Beerman and Esther G. Beerman, his wife, by Sophie Barrett, et al, by deed of even date herewith, and to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Michael Beerman and Esther G. Beerman,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Irving Millenson, his
executor, administrator or assigns, the aforesaid sum of _____

Seven Thousand Five Hundred (\$7,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____
parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____
Irving Millenson, his

heirs, executors, administrators and assigns, or Clarence Lippel,
his ~~attorney~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____
parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his
assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand Five Hundred (\$7,500.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor s

Attest:

Dona Rita Leasance

Michael Beerman [SEAL]

Esther G. Beerman [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20th day of January in the year nineteen Hundred and Fifty -five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Michael Beerman and Esther G. Beerman, his wife, and ~~they each~~ acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Irving Millenson
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Dona Rita Leasance
Notary Public.

Cumberland, Maryland, May 2, 1955
For value received, I hereby release the within and
foregoing mortgage.
Witness my hand and seal the day and year above written.
Witness: Evelyn G. O'Donnell Irving Millenson (Seal)
5-3-55

6
Geo. H. Legge Atty City
Feb 11 1955

LIBER 309 PAGE 472

FILED AND RECORDED JANUARY 21 1955 at 10:00 A.M.

This Mortgage, Made this 20th day of JANUARY in the
year Nineteen Hundred and fifty-five by and between
Gladys B. Darr and James E. Darr, her husband,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-nine Hundred & 00/100 - - - (\$2900.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-nine & 00/100 - - (\$29.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being on the northwesterly side of Davidson Street in the City of Cumberland, Allegany County, Maryland, and described as follows, to-wit:

Beginning for the same at a point on the northwesterly side of said Davidson Street at the end of the 24.5 feet on the first line of the lot conveyed by the Holshu Realty Company to a certain Walter O. Sharer by deed dated October 11, 1916, and recorded in Liber No. 119, folio 517, said beginning point being at the end of 161 feet measured in a northerly direction along the northwesterly side of said Davidson Street from the easterly corner of a frame house No. 42 Davidson Street, and running then with the northwesterly side of said Davidson Street and with the first line of said lot conveyed by the Holshu Realty Company to Walter O. Sharer North 45 degrees 35 minutes East 19 feet to the end of the first line, then with the second and part of the third line thereof North 43 degrees West 103 feet, South 49 degrees 20 minutes West 23 feet to intersect a line drawn North 45 degrees 10 minutes West from the place of beginning, then reversing said intersecting line South 45 degrees 10 minutes East 104.5 feet to the place of beginning.

Being the same property which was conveyed unto Gladys B. Darr by deed of Raymond R. Dreyer and Marie E. Dreyer, his wife, which is recorded in Liber No. 240, folio 411 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-nine Hundred & 00/100 - - - (\$2900.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Gladys B. Darr [SEAL]
Gladys B. Darr
James E. Darr [SEAL]
James E. Darr

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20TH day of JANUARY

in the year nineteen Hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Gladys B. Darr and James E. Darr, her husband,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 21 1955 at 11:50 A.M.

PURCHASE MONEY

This Mortgage, Made this 19th day of Januaryin the year Nineteen Hundred and fifty-five, by and between

CHARLES F. YATES and ETHEL L. YATES, his wife,

of Allegany County, in the State of Maryland,part ies of the first part, and **THE FIRST NATIONAL BANK OF CUMBERLAND**,
Cumberland, Maryland, a corporation duly incorporated under the laws of the
United States of America, with its principal office in* Cumberland, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said
party of the second part, its successors and assigns, in the full sum of

FIFTY-EIGHT HUNDRED FIFTY DOLLARS - - - - - (\$5850.00)

with interest from date at the rate of four and one-half (4-1/2%) per cent per annum on the unpaid principal until paid, said principal and interest being payable at The First National Bank of Cumberland, Cumberland, Maryland, in monthly installments of \$44.75 payable on the 15th day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

The first of the aforementioned monthly payments shall become due and payable on the first day of March, 1955.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on Carroll Street, in the City of Cumberland, Allegany County, Maryland, and known and designated as parts of Lots Numbers 323 and 324 on Map No. 5 of the Rose Hill Estate, as filed in No. 1674 Equity, and particularly described as follows, to wit:

BEGINNING at a point on the East side of Carroll Street, distant two hundred and thirty-one feet from the intersection of the North side of Cumberland Street with the East side of Carroll Street, said point being distant also six feet from the Northwest corner of Lot No. 322 on said Map, and running thence with the East side of Carroll Street, North eleven degrees and twenty minutes East thirty-one feet, thence South seventy-eight degrees and forty minutes East one hundred and nine feet to Cedar Alley, and with said Alley, South eleven degrees and twenty minutes West thirty-one feet, then North seventy-eight degrees and forty minutes West one hundred and nine feet to the place of beginning.

IT being the same property which was conveyed by Bertha V. Warnick to Charles F. Yates et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part iss of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors,
~~executors, administrators~~ or assigns, the aforesaid sum of _____

FIFTY-EIGHT HUNDRED FIFTY DOLLARS - - - - - (\$5850. 00)
together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part iss of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part iss of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said part iss of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight Hundred Fifty - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

PHJ

Charles F. Yates [Seal]
CHARLES F. YATES

PHJ

Ethel L. Yates [Seal]
ETHEL L. YATES

_____[Seal]

_____[Seal]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 19th day of January
in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles F. Yates and Ethel L. Yates, his wife,

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared T. Victor Fier,
Vice President of The First National Bank of Cumberland,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said T. Victor Fier made oath
that he is the Vice President and agent of the within named mortgagee and duly
authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Elizabeth H. Bragdon
Notary Public
My Commission Expires May 2, 1955.

Continued and recorded in
Earl E. Mangus Atty City
Feb 11 1955

FILED AND RECORDED JANUARY 22nd 1955 at 10:15 A.M.

PURCHASE MONEY

This Mortgage, Made this 19th day of January
in the year Nineteen Hundred and Fifty-five, by and between

Audrey A. Lepley and Alvin P. Lepley, her husband,

of Allegany County, in the State of Maryland
parties of the first part, and Linna R. Litzenberg

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the Party of the First Part is justly and bona fide indebted unto the Party of the Second Part in the full and just sum of One Thousand (\$1,000.00) Dollars, and which said sum is to bear interest at the rate of six per cent (6%) per annum, and which said principal and interest shall be repaid in equal monthly installments of Twenty-five (\$25.00) Dollars, and out of which said monthly installments first shall be deducted the interest on said principal sum or any balance thereof, and the balance of said monthly installment to be applied to the reduction of said principal sum, the first of which said payments shall be made on the 19th day of February, 1955, and monthly thereafter on the same day of each succeeding month until said principal and interest shall have been fully paid; with the right reserved unto the Party of the First Part to prepay any or all of said principal and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Audrey A. Lepley and Alvin P. Lepley, her husband,

do give, grant, bargain and sell, convey, release and confirm unto the said Linna R. Litzenberg, her

heirs and assigns, the following property, to-wit:

ALL those certain pieces or parcels of ground lying and being west from the Winifred Road, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

FIRST: BEGINNING for said parcel of land on Johnson Heights and a part of Block No. 5-B on a map showing sub-division of property on Williams Road, and described as follows: BEGINNING at a stake at the end of the third line of Block No. 4-B and running with said line reversed, North 77 degrees West 150 feet; thence parallel with and 150 feet even distance from the west side of Winifred Road South 10 degrees 150 feet; thence parallel with the first line in this deed and reversing same, South 77 degrees East 150 feet to the west side of said Winifred Road; thence along and with said west side of said Winifred Road, North 10 degrees East 150 feet to the place

of beginning, containing a piece of land 150 feet by 150 feet and fronting 150 feet on said Winifred Road.

SECOND: BEGINNING for said parcel of land at the end of 50 feet on the third line of a deed from Thomas P. Shaw, et ux, to Robert F. Forbeck, et ux, dated July 17, 1945, and recorded in Liber No. 204, folio 613, one of the Land Records of Allegany County, Maryland; and running thence South 10 degrees West 244 feet to a stake on the northerly line of a 40-foot street; thence with said street, North 77 degrees West 15 feet to a stake; thence North 10 degrees East 135.2 feet to a stake; thence North 77 degrees West 35 feet to a stake; thence North 10 degrees East 110 feet to a stake at the end of the second line of the aforesaid deed; thence with a part of the third line of aforesaid deed, South 77 degrees East 50 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Robert F. Forbeck and Oleta V. Forbeck, his wife, to said Audrey A. Lepley, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Audrey A. Lepley and Alvin P. Lepley, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said Linna R. Litzenberg, her

executors, administrator or assigns, the aforesaid sum of _____

One Thousand (\$1,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Audrey A. Lepley and Alvin P. Lepley, her husband,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Audrey A. Lepley and Alvin P. Lepley, her husband,

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Linna R. Litzenberg, her

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~XXXX~~ Albany County, ~~XXXX~~ Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Audrey A. Lepley and Alvin P. Lepley, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee, their representatives, heirs or assigns.

And the said Audrey A. Lepley and Alvin P. Lepley, her husband,

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee her heirs or assigns, to the extent of her ~~XXXXXX~~ XXXXXX lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest:

Earl E. Manges
Earl E. Manges

Audrey A. Lepley [SEAL]
Audrey A. Lepley
Alvin P. Lepley [SEAL]
[SEAL]
[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 19th day of January
 in the year nineteen Hundred and Fifty -five, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Audrey A. Lepley and Alvin P. Lepley, her husband,
 and _____ acknowledged the foregoing mortgage to be her and his respective
 act and deed; and at the same time before me also personally appeared _____
Linna R. Litzenberg,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Manges
 Notary Public.

Compared and Subscribed
Earl E. Manges Atty. Gen.
Feb 11 1955

FILED AND RECORDED JANUARY 22nd 1955 at 10:15 A.M.
 PURCHASE MONEY
 THIS MORTGAGE, Made this 14th day of January, in the year

One Thousand Nine Hundred Fifty-five, by and between Harold M.
 Bean and Julia E. Bean, his wife, of Allegany County, in the State
 of Maryland, parties of the first part; and Clayton M. Twigg and
 Hazel E. Twigg, his wife, of Allegany County, in the State of
 Maryland, parties of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona
 fidely indebted unto the parties of the second part in the full
 and just sum of Nine Thousand Two Hundred (\$9,200.00) Dollars,
 and which said sum shall be repaid in equal yearly installments
 of Five Hundred (\$500.00) Dollars, the first of which shall be-
 come due and payable one year from the date hereof and annually
 on the same date of each succeeding year until fully paid; and in
 the meantime, said principal sum and any balance thereof, shall
 bear interest at the rate of six per cent (6%) per annum, and
 which said interest shall be computed and paid semi-annually and
 the first of which payments on interest shall be paid six months

from the date hereof and semi-annually thereafter; with the right reserved unto the parties of the first part to prepay any or all of said principal sum and interest at any time prior to its maturity.

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Harold N. Bean and Julia E. Bean, his wife, do give, grant, bargain and sell, convey and confirm unto the said Clayton M. Twigg and Hazel E. Twigg, his wife, their heirs and assigns, the following property, to-wit:

PARCEL NO. ONE: ALL those two adjoining lots, pieces, or parcels of land situate, lying, and being on the northerly side of the National highway about 4 1/8 miles easterly from the City of Cumberland, in Election District No. 21 of Allegany County, State of Maryland, and more particularly described as follows:

LOT NO. ONE: BEGINNING for said parcel at an iron peg standing at the end of 88.3 feet on the 23rd and division line between Jesse M. Wilson land and Perry C. Wilson lands, it also being at the end of a reference line drawn from the most southeasterly corner of Perry C. Wilson 2-story brick dwelling house situate on the north side of the aforesaid National highway, and on the northwest side of this lot, South 30 degrees West 30.9 feet; and running thence with part of the aforementioned 23rd division line, North 79.5 degrees East 277 feet to an iron peg; thence leaving same, South 4 degrees East 57.3 feet to an iron peg; thence South 73.5 degrees West 270 feet to an iron peg standing on the north side of said National highway; thence along the north side of said highway the two following lines: North 22 degrees 30 minutes West 52 feet; thence North 7 degrees East 36.8 feet to the place of beginning. All bearings being magnetic and all measurements horizontal.

LOT NO. TWO: BEGINNING for said parcel of land at an iron peg standing on the northeasterly side of the aforesaid National highway and about 17 feet from the center of said highway directly behind a telegraph pole, it also being the end of the third line of the first parcel above described which adjoins this parcel on the west; and running thence reversing said third line, North 73 degrees 30 minutes East 270 feet to an iron peg; thence South 1 degree East 75.4 feet to an iron peg; thence South 32 degrees West 9.4 feet to an iron peg standing on the westerly limits of a road leading from the aforesaid National Highway to the residences of Liston R. Wilson and others; thence with the westerly side of said road, South 72 degrees 45 minutes West 233 feet to an iron peg standing on the northeasterly side of the aforesaid National highway; thence along the northeasterly side of said highway, North 23 degrees 45 minutes West 32.5 feet to the place of beginning. Surveyed June 20, 1934. All bearings being magnetic and all measurements horizontal.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Robert N. Wilson and Thelma L. Wilson, his wife, to Harold N. Bean and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage among the Mortgage Records of Allegany County, Maryland.

PARCEL NO. TWO: ALL that lot, piece, or parcel of ground lying and being situate on the south side of the Baltimore Pike, about 4 1/8 miles easterly from the City of Cumberland, in Cross Election District No. 21, of Allegany County, State of Maryland, and particularly described as follows:

BEGINNING at an iron peg at the end of 152.6 feet on a reference line drawn South 49.75 degrees West from the southwest corner of the brick dwelling house owned and occupied by Perry C. Wilson and wife; and running thence South 54.5 degrees East 37.1 feet to a point on the east bank of Elk Lick Run; thence by the southwesterly margin of the Baltimore Pike, now U. S. Route No. 40, South 27.5 degrees East 441 feet to a corner of the parcel of land conveyed by the Jesse M. Wilson and Edna Wilson, his wife, to Robert N. Wilson and Thelma Louise Wilson, his wife, by deed dated November 24, 1948, and recorded in Liber No. 223, folio 242, one of the Land Records of Allegany County, Maryland; thence by said land, North 74 degrees West 62 feet to a point in Center of Elk Lick Run; thence by center line of Elk Lick Run, South 13 degrees West 92 feet and South 9 degrees East 62 feet; thence leaving said Elk Lick Run, South 61.75 degrees West 62 feet to a stake; thence by land formerly of Thomas Hoffman, North

36.25 degrees West 280.5 feet and North 00.25 degrees West 297 feet and North 2.75 degrees East 37.1 feet to the beginning; containing 2.031 acres, including a fringe of the right-of-way of the Baltimore Pike for embankment. Bearings have been corrected to true meridian, courses and distances are horizontal.

THE AFORESAID PROPERTY is the same property conveyed by deed of July 15, 1949, from Jesse M. Wilson and Edna Wilson, his wife, to Harold N. Bean and Julia E. Bean, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 225, folio 542.

PARCEL NO. THREE: ALL that piece or parcel of land situate lying, and being in Election District No. 21, Allegany County, State of Maryland, about 3 miles easterly of the City of Cumberland on the Baltimore Pike or Route 40, and being a part of the land which was conveyed by Jesse Wilson, et al, by deed dated the 28th day of November, 1933, to Raymond J. Minke and Emma R. Minke, his wife, and which said deed is recorded in Liber No. 170, folio 176, and which said parcel is more particularly described as follows, to-wit:

BEGINNING for said lot of land at an iron stake at the end of the fifth line of the whole parcel of land conveyed by the above-mentioned deed, said point being South 28.5 degrees East 15 feet from a post on the northwest edge of the new road intersecting with the said Baltimore Pike at that point; and running thence by the northeast margin of said Pike, South 32.5 degrees East 200 feet; thence leaving said Pike and by a new division line, North 50.5 degrees East 130 feet to an iron stake; thence North 30 degrees West 155.5 feet to an iron stake on the southeast edge of the new road located and established by consent of citizens of said vicinity; thence South 69.5 degrees West 140 feet to the beginning, containing 0.525 of an acre.

This conveyance is expressly made subject to the following restrictions: That no structure of any kind shall be erected within 10 feet of the third line of this deed over a distance of 105 feet from the end thereof at the aforesaid new road, and that the reservation of driveway by Raymond J. Minke, et ux, by deed hereinafter referred to, consisting of the free and unrestricted access to and over the driveway extending along said portion of said boundary line; and that the covenant by the said Raymond J. Minke, et ux, as set forth in said deed hereinafter referred to, whereby the said Raymond J. Minke, et ux, covenant and agree that they will not erect any structure of any kind within 10 feet of the third line of the property hereby conveyed over a distance of 105 feet from the end thereof at the aforesaid new road and that the grantees shall have free and unrestricted access to and over the said driveway extending along that said portion of said boundary line shall be binding upon and inure to the benefits of the herein Grantees, and that these said covenants shall run with the lands hereby conveyed.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 24th day of March, 1951, from Carl Wilson and Vanna Wilson, his wife; and Orville Blubaugh and Elsie Blubaugh, his wife, to Harold N. Bean, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 233, folio 250; a specific reference to all of the aforesaid deeds is hereby made for a full and more particular description of the lands hereby conveyed by way of purchase money mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said Harold N. Bean and Julia E. Bean, his wife, their heirs, executors, administrators, or assigns, do and shall pay to the said Clayton M. Twigg and Hazel E. Twigg, his wife, their executors, administrators, or assigns, the aforesaid sum of Nine Thousand Two Hundred (\$9,200.00) Dollars, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Harold N. Bean and Julia E. Bean, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debts and interest thereon, the said Harold N. Bean and Julia E. Bean, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Clayton M. Twigg and Hazel E. Twigg, his wife, their heirs, executors, administrators, and assigns, or Earl E. Manges, his, her, or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: by giving at least twenty days' notice of the time, place, manner, and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Harold N. Bean and Julia E. Bean, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs, or assigns.

AND the said Harold N. Bean and Julia E. Bean, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Two Hundred (\$9,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors:

ATTEST:

Earl E. Manges

Harold N. Bean (SEAL)
Harold N. Bean

Earl E. Manges

Julia E. Bean (SEAL)
Julia E. Bean

STATE OF MARYLAND, COUNTY OF ALLEGANY, TO WIT:

I HEREBY CERTIFY, That on this 14 day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Harold N. Bean and Julia E. Bean, his wife, and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time, before me also personally appeared Clayton M. Twigg and Hazel E. Twigg, his wife, the within-named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS, my hand and Notarial Seal the day and year aforesaid.



Earl Edmund Manges
Notary Public

Mt. City
Feb 11 1955

FILED AND RECORDED JANUARY 24th 1955 at 3:25 P.M.

This Mortgage, Made this 24th day of January,

In the year nineteen hundred and fifty-five by and between

ERNEST LEE SHAW and CLARA CECILIA SHAW, his wife,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,
a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - THREE THOUSAND - - - - - 00/100 - - - - - Dollars, on
- - - Thirty - - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots, pieces or parcels of ground, situated, lying and being on the westerly side of Dorn Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as lots Numbers Three and Four on the map of Dorn's Addition to the said City of Cumberland, Maryland, which said lots are more particularly described in one parcel as follows, to-wit:

BEGINNING for the same at a point on the westerly side of said Dorn Avenue, at the end of seventy-seven and eighty-two hundredths feet measured in a southerly direction along the westerly side of said Dorn Avenue, from the southerly side of Hudson Avenue, and running thence with the westerly side of said Dorn Avenue, South twenty three degrees West fifty feet; thence at right angles thereto, North sixty seven degrees West one hundred fifteen feet to an alley fifteen feet wide; and with it, North twenty three degrees East fifty feet; thence South sixty seven degrees East one hundred fifteen feet to the place of beginning.

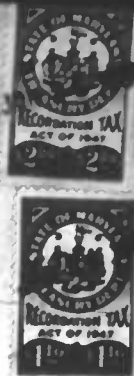
IT being the same property which was conveyed by George Henderson to Ernest Lee Shaw et ux by deed dated May 15, 1928, and recorded in Deeds Liber 138, folio 191 among the Land Records of Allegany County, Maryland.
TOGETHER with the right, road, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
- - - - - Three Thousand - - - - - Dollars with six
per cent interest thereon, payable in 96 monthly payments of not less than \$39.45 each, on or before the 24th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 24th day of February, 1955, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 24th day of January, 1962.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.



SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said part of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Caracaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Ernest Lee Shaw (SEAL)
ERNEST LEE SHAW
Clara Cecelia Shaw (SEAL)
CLARA CECELIA SHAW

State of Maryland,

Alleghany County, to wit:

I hereby certify that, on this 24th day of January 19 55 before me, the subscriber, a Notary Public of the State of Maryland, in and for Alleghany County, personally appeared Ernest Lee Shaw and Clara Cecelia Shaw, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 24th day of January 19 55.

Patty Ann Davis
Notary Public



Witges City
Feb 11 55

FILED AND RECORDED JANUARY 24, 1955 at 3:25 P.M.

This Mortgage, Made this 21st day of January

in the year nineteen hundred and fifty-five by and between

CHARLES G. CRAWFORD and JOSEPHINE A. CRAWFORD, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - THREE THOUSAND and 00/100 - - - - - Dollars, on Thirty - - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL of the following described real estate and lot of ground lying in the City of Cumberland in Allegany County, State of Maryland, situate on the Westerly side of Maryland Avenue, being a part of Lot No. 21 in Haley's Addition to Cumberland, according to the plat of said Addition recorded among the Land Records of Allegany County in Liber 34, folio 718 which part hereby intended to be conveyed is described as follows:

BEGINNING at a point on the westerly side of Maryland Avenue, said point being 115 feet distant from the intersection of the westerly side of Maryland Avenue with the southerly side of Short Street, and running thence with the westerly side of said Avenue South 51 degrees 59 minutes West 25 feet; thence at right angles to Maryland Avenue North 38 degrees 1 minute West 38 feet to Walnut Alley; and with said Alley, North 30 degrees 59 minutes East 26.8 feet, thence South 38 degrees 1 minute East 48 feet to the beginning.

IT being the same property which was conveyed by Elsie M. Squires to Charles G. Crawford et ux by deed dated March 8, 1949, and recorded in Deeds Liber 227, folio 684 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - - Three Thousand and 00/100 - - - - - Dollars with six per cent interest thereon, payable in 139 monthly payments of not less than \$30.00 each, on or before the 21st day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 21st day of February, 1955, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 21st day of August, 1966.



It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Charles G. Crawford (SEAL)
CHARLES G. CRAWFORD
Josephine A. Crawford (SEAL)
JOSEPHINE A. CRAWFORD

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 21st day of January, 1955 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Charles G. Crawford and Josephine A. Crawford, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 21st day of January 1955



Patty Ann Davis
Notary Public

Mtge Frostburg Md
Feb 11 55

LIBER 309 PAGE 488

FILED AND RECORDED JANUARY 24th 1955 at 3:25 P.M.

PURCHASE MONEY

This Mortgage, Made this 19th day of January,
in the year Nineteen Hundred and fifty-five, by and between

DONALD LEE WHITEHEAD and DORIS LEE WHITEHEAD, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and **FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America,** having its principal office in

xx Frostburg, Allegany County, in the State of Maryland,

part.y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of

THIRTY-THREE HUNDRED ----- **00/100 DOLLARS (\$3,300.00)**
with interest from date at the rate of four and one-half per cent (4-1/2%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 120 monthly installments of \$34.21 payable on the 19th day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground lying and being in or near the village of Midlothian in Election District 19 in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING at the beginning of the third line of the parcel of land which was conveyed by James Hamilton et ux to Henry S. Barnes et al which is recorded in Deeds Liber 135, folio 459 among the Land Records of Allegany County, Maryland and running thence with said third line South 67 degrees East 52 feet; thence North 23 degrees East 110 feet; thence North 67 degrees West 52 feet to the easterly side of a road leading to the mines formerly owned by the New Central Coal Company; thence by a straight line South 23 degrees East 110 feet to the place of beginning.

IT being the same property which was conveyed by Henry Seggie et ux to Donald Lee Whitehead et ux by deed dated as of even date with this mortgage and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-

tors or assigns, do and shall pay to the said party _____ of the second part, its successors
~~xxxxxxx administrator~~ or assigns, the aforesaid sum of _____

- - THIRTY-THREE HUNDRED - - - - - - - - - - 00/100 DOLLARS

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors ~~xxxxxxx administrator~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-three Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~xxxxx~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness:

David R. Willetts
 DAVID R. WILLETTS
David R. Willetts
 DAVID R. WILLETTS

Donald Lee Whitehead [Seal]
 DONALD LEE WHITEHEAD
Doris Lee Whitehead [Seal]
 DORIS LEE WHITEHEAD

_____[Seal]

_____[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 19th day of January
in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Donald Lee Whitehead and Doris Lee Whitehead, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further
made oath that he is the Cashier and agent of the within named mortgagee and
fully authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Catherine L. Catherman
CATHERINE L. CATHERMAN Notary Public

*Marked
Miguel Frostburg Md
Feb 11 55*

FILED AND RECORDED JANUARY 24th 1955 at 3:25 P.M.
PURCHASE MONEY

This Mortgage. Made this 19th day of January
in the year Nineteen Hundred and fifty-five, by and between

LEONARD G. MORGAN and ALICE J. MORGAN, his wife, and KENNETH G.
MORGAN and GERTRUDE E. MORGAN, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and **FROSTBURG NATIONAL BANK**, a national banking
corporation duly incorporated under the laws of the United States of America,
with its principal office in

at Frostburg, Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FOUR THOUSAND - - - - - 00/100 DOLLARS (\$4,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~heirs~~ and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of land located in Woodland in Election District 18 in Allegany County, Maryland, more particularly described in a deed from Harry O. Morgan to Leonard G. Morgan et ux et al dated January 1955, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed, reference to which deed is hereby specifically made for a more particular description of said property.

SECOND PARCEL: ALL that lot, piece or parcel of ground lying and being in Election District 12 in or near the village of Grahamtown in Allegany County, Maryland, which was conveyed by Walter D. Plummer et ux to Leonard G. Morgan et ux by deed dated July 3, 1941, and recorded in Deeds Liber 190, folio 486 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

THIRD PARCEL: ALL that eight-room frame dwelling located on what is known as Lot 68 of the Fourth Addition to the Town of Lord in Allegany County, Maryland, the surface of the land on which said dwelling is located being the subject of a lease from the Maryland Coal and Realty Company to Kenneth G. Morgan et ux dated April 1, 1949.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~executor or administrators~~ or assigns, the aforesaid sum of

FOUR THOUSAND - - - - - 00/100 DOLLARS (\$4000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor to their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its ^{successors} assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand - - - - -00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors ~~successors~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor a.

Witness: AS TO ALL

David R. Willetts
DAVID R. WILLETTTS

David R. Willetts
DAVID R. WILLETTTS

Leonard G. Morgan [Seal]
LEONARD G. MORGAN

Alice J. Morgan [Seal]
ALICE J. MORGAN

Kenneth G. Morgan [Seal]
KENNETH G. MORGAN

Gertrude E. Morgan [Seal]
GERTRUDE E. MORGAN

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 19th day of January
in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Leonard G. Morgan and Alice J. Morgan, his wife, and Kenneth G. Morgan and
Gertrude E. Morgan, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kraitsburg,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



*For deed of Partial Release see Mortgage
Book 25-31 Page 398*
Catherine L. Catherman
Catherine L. Catherman Notary Public

Morgue City
Feb 1, 1955FILED AND RECORDED JANUARY 25th 1955 at 3:35 P.M.

THIS MORTGAGE, Made this 24 day of January, 1955,
by and between CHARLES B. CONNOR, Widower, of Allegany County,
Maryland, party of the first part, and THE FIRST NATIONAL BANK
OF CUMBERLAND, a banking corporation, duly organized under the
laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly and
bona fide indebted unto the party of the second part in the full
and just sum of One Thousand Five Hundred (\$1,500.00) Dollars,
with interest from date at the rate of six per cent (6%) per
annum, which said sum the said party of the first part covenants
and agrees to pay in equal monthly installments of Twenty Nine
(\$29.00) Dollars on account of interest and principal, payments
to begin on the 24th day of February, 1955, and
continuing on the same day of each and every month thereafter
until the whole of said principal sum and interest is paid. The
said monthly payments shall be applied, first, to the payment of
interest, and, secondly, to the payment of principal of the
mortgage indebtedness.



NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of
the sum of One (\$1.00) Dollar in hand paid, and in order to secure
the prompt payment of the said indebtedness, together with the
interest thereon, and in order to secure the prompt payment of
such future advances, together with the interest thereon, as may
be made by the party of the second part to the party of the first
part prior to the full payment of the aforesaid mortgage indebted-
ness, and not exceeding in the aggregate the sum of Five Hundred
(\$500.00) Dollars, and not to be made in an amount which would
cause the total mortgage indebtedness to exceed the original
amount thereof, and to be used for paying of the costs of any
repairs, alterations or improvements to the hereby mortgaged
property, the said party of the first part does give, grant,
bargain and sell, convey, release and confirm unto the said
party of the second part, its successors and assigns, all that
certain piece or parcel of ground situated on the Northwestern
side of Baltimore Avenue, in the City of Cumberland, Allegany
County, Maryland, being a part of a certain piece or parcel of
ground conveyed by Frederick Yeager to Cornelius C. Chandler et
ux by deed dated August 21, 1907, and recorded in Liber 101,
Folio 674, one of the Land Records of Allegany County, Maryland,
and more particularly described as follows:

BEGINNING for the same at a chiseled mark on the Northwesterly line of Baltimore Avenue, said chiseled mark being in the top of the concrete curb at the Southwest corner of the lot being described, and running thence with said Northwesterly line North 69 degrees 12 minutes East 35.6 feet to a chiseled mark in the concrete curbing, thence North 32 degrees 25 minutes West 196 feet, thence South 69 degrees 12 minutes West 25 feet, thence South 28 degrees 55 minutes East 11.5 feet to the end of the second line of a certain strip of ground conveyed by Cornelius C. Chandler to Lulu D. Rice et al by deed dated July 22, 1931, and recorded in Liber 166, Folio 139, one of the Land Records of Allegany County, Maryland, and reversing said second line South 31 degrees 15 minutes East 141 feet to an iron pipe, thence reversing the first line of above mentioned deed South 23 degrees 45 minutes East 43.65 feet in a line that is parallel to and about four inches from the Southwest plane of the house on the property, to the beginning.

It being the same property conveyed to Charles B. Connor and Esther N. Connor, his wife, as tenants by the entireties, by Augusta Chandler, widow, by deed dated the 24th day of April, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 220, folio 186.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, That if the said party of the first part, his heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and

it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser of purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, his heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable

to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Five Hundred (\$1,500.00) Dollars, and to cause such policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

WITNESS:

J. C. Landis
Charles B. Connor (SEAL)
 Charles B. Connor

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 24th day of January, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES B. CONNOR, and acknowledged the foregoing mortgage to be his act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth H. Bayless
 Notary Public
 My Commission expires May 2, 1955

FILED AND RECORDED JANUARY 25th 1955 at 3:00 P.M.

This Mortgage, Made this 24th day of January
in the year Nineteen Hundred and fifty-five, by and between

WILLIAM R. GOEBEL and CONSTANCE D. GOEBEL, his wife,

of Allegany County, in the State of Maryland,

part ies of the first part, and **FROSTBURG NATIONAL BANK**, a national banking corporation duly incorporated under the laws of the United States of America, and having its principal office in

sk Frostburg, Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

SIXTY-NINE HUNDRED - - - - -00/100DOLLARS (\$6900.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate in the Town of Frostburg, in Election District No. 11, known and distinguished as Lot No. 10 of Consolidation Coal Company's Amendment to the plat of Frostburg Coal Company's Third Addition to the Town of Frostburg filed for record among the Plat Records of Allegany County in Plat Case No. 124, and more particularly described as follows:

BEGINNING for the same at a point on the East side of Centennial or German Street, said point being North fifty-four degrees fifty-five minutes West three hundred and ninety-three and forty-six hundredths feet from the Consolidation Coal Company's Engineer Survey Station No. 12133, which is a bar "T" iron flush with the ground, and running with said street North thirty degrees six minutes West fifty feet; then leaving said street (true meridian courses and horizontal distances used throughout) North fifty-nine degrees fifty-four minutes East one hundred and fifty feet; thence South thirty degrees six minutes East fifty feet; thence South fifty-nine degrees fifty-four minutes West one hundred and fifty feet to the place of beginning; containing seventeen hundredths of an acre, more or less.

IT being the same property which was conveyed by Ralph J. Huff and wife to the parties of the first part by deed dated September 16, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 197, folio 295.

Together with the buildings and improvements thereon; and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-



tors or assigns, do and shall pay to the said party _____ of the second part, its successors

~~or assigns, the aforesaid sum of~~

SIXTY-NINE HUNDRED - - - - - 00/100 DOLLARS (\$6900.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party _____ of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties _____ of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-nine Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs or~~ assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS
David R. Willetts
DAVID R. WILLETTS

William R. Goebel [Seal]
WILLIAM R. GOEBEL
Constance D. Goebel [Seal]
CONSTANCE D. GOEBEL

_____ [Seal]

_____ [Seal]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 24th day of January
 in the year nineteen hundred and fifty-five, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 William R. Goebel and Constance D. Goebel, his wife,
 and they acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
 Cashier of the Frostburg National Bank,
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further
 made oath that he is the Cashier and agent of the within named mortgagee and
 duly authorized by it to make this affidavit.
 WITNESS my hand and Notarial Seal the day and year aforesaid.

Catherine L. Catherman
 CATHERINE L. CATHERMAN Notary Public

*For value received, the Frostburg National Bank hereby
 releases the within and foregoing mortgage.
 In witness whereof the said Bank has caused
 its corporate name to be signed by its President, and
 its Corporate seal affixed, duly attested by its Cashier
 this 6th day of June, 1955.
 (Corporate Seal) Frostburg National Bank
 Attest: F. Earl Kreitzburg By: William E. Jenkins
 Cashier 6-10-55 President*

FILED AND RECORDED JANUARY 25th 1955 at 9:10 A.M.

This Mortgage, Made this 24th day of
 January in the year nineteen hundred and fifty-five, by and between

William A. Deremer and Lenora M. Deremer, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William A. Deremer and Lenora M. Deremer, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Twenty-Seven Hundred (\$2700.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from



*Noted City
 Feb 1955*

date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William A. Deremer and Lenora M. Deremer, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and situated near the City of Cumberland, Allegany County, Maryland, and known as Lot No. 1 of "The Goethe Street Addition to Cumberland, Maryland", a Plat of which Addition is filed in the Office of the Clerk of the Circuit Court for Allegany County, Maryland, in Plat Box 83, and which said lot is more particularly described as follows, to-wit:

BEGINNING at a peg on the Southeast side of Princeton Avenue, at the intersection of said Avenue with a fifteen-foot alley and running thence with said Avenue, North 6 degrees 54 minutes East 27 feet; thence South 83 degrees 6 minutes East 120 feet to a fifteen-foot alley, and with said alley, South 6 degrees West 20 feet to a fifteen-foot alley, and with said alley, North 85 degrees 26 minutes West 120.2 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Ronald B. Landis, unmarried, by deed dated October 17, 1945, and recorded in Liber No. 205, folio 567, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Seven Hundred (\$2700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby

mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Seven Hundred (\$2700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William A. Deremer (SEAL)
William A. Deremer

Lenora M. Deremer (SEAL)
Lenora M. Deremer

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 24th day of January in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William A. Deremer and Lenora M. Deremer, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Askey
Notary Public

mtg City
Feb 16 55-

LIBER 309 PAGE 502

FILED AND RECORDED JANUARY 25th 1955 at 12:00 Noon
PURCHASE MONEY

This Mortgage, Made this 25th day of January
in the year Nineteen Hundred and Fifty - Five, by and between
DAVID W. SMITH and MARGARET P. SMITH, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking
corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the
party of the second part in the full and just sum of Twenty-One
Hundred Dollars (\$2,100.00), this day loaned the parties of the
first part as part of the purchase price of the property herein
conveyed, which principal sum with interest at five percent (5%)
per annum is to be repaid by the parties of the first part to the
party of the second part, in payments of not less than Thirty Dollars
(\$30.00) per month, said payments to be applied first to interest
and the balance to principal; the first of said monthly payments
to be due and payable one month from the date hereof and to continue
monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said

parties of the first part
do give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or
heirs and assigns, the following property, to-wit:

ALL that lot or parcel of land situated on the Southerly
side of Elder Street, in the City of Cumberland, Allegany County,
Maryland, and known as Lot No. 193 in the Humbird Land and Improve-
ment Company's Addition to Cumberland, and described as follows:

BEGINNING for the same at the end of the first line of
Lot No. 192, and running thence with the Southerly side of Elder
Street, South 53 $\frac{1}{2}$ degrees East 30 feet; then South 36 $\frac{1}{2}$ degrees
West 125 feet to the Northerly side of an alley; thence North 53 $\frac{1}{2}$
degrees West 30 feet to the end of the second line of Lot No. 192,
and with said second line of Lot No. 192, reversed, North 36 $\frac{1}{2}$ de-
grees East 125 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Thomas W. Fahey by deed dated the _____ day of January, 1955, and which is to be recorded among the Mortgage Records of Allegany County with the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____ parties of the first part
their _____ heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
~~executors, administrators~~ or assigns, the aforesaid sum of _____

--- Twenty-One Hundred and no/100 (\$2,100.00) Dollars ----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____
parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

_____ parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____
party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or William M. Somerville, its, _____ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their _____ representatives, heirs or assigns.

And the said _____ parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-One Hundred and no/100 (\$2,100.00) ----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~XXXX~~ or assigns, to the extent of its or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Angela H. McClure

David W. Smith

[SEAL]

Angela H. McClure

Margaret P. Smith

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 25th day of January

in the year nineteen Hundred and Fifty - Five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

DAVID W. SMITH and MARGARET P. SMITH, his wife
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

JOHN H. MOSNER, Cashier of
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mabel A. Schack



Edw J Ryan Atty City
Feb 11 1955

FILED AND RECORDED JANUARY 25th 1955 at 10:55 A.M.

This Mortgage, Made this 22nd day of January
in the year Nineteen Hundred and Fifty Five, by and between

Clarence H. McCarty and Amanda R. McCarty, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Bernard S. McCarty and Anna S. McCarty, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas,

The Parties of the First Part are justly and bonafidely indebted unto the Parties of the Second Part, for the full and just sum of Six Hundred (\$600.00) Dollars, which said sum the Parties of the First Part promised to pay to the order of the Parties of the Second Part one (1) year after date, without interest, the sum hereby secured being in part purchase money for the hereinafter described property, to-wit:-

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clarence H. McCarty and Amanda R. McCarty, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Bernard S. McCarty and Anna S. McCarty, his wife,

heirs and assigns, the following property, to-wit:

All those lots or parcels of ground known as Lots Nos. 357, 358, 359, 360, 361, and 362 Woodward Avenue Section A, as shown on amended plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, Maryland, and described as one parcel, to wit;

BEGINNING at the intersection of the Westerly side of an alley with the Northerly side of Woodward Avenue then running with the Northerly side of Woodward Avenue North 67 degrees 50 minutes West 240 feet then North 22 degrees 10 minutes East 132 1/2 feet to the Southerly side of an alley then with the Southerly side of said alley South 67 degrees 50 minutes East 240 feet to the Westerly side of an alley then South 22 degrees 10 minutes West 132 1/2 feet to the place of beginning.

IT BEING the same property which was conveyed unto the Parties of the First Part by Wilbert H. Nicholas and Naomi L. Nicholas, his wife, by a deed dated the 19th day of September, 1945, and recorded in Liber No. 205, folio 344, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Parties of the First Part, their

heirs, executors, administrators or assigns, do and shall pay to the said
Parties of the Second Part, their
 executors, administrators or assigns, the aforesaid sum of

Six Hundred (\$600.00) Dollars,
~~XXXXXX XXXX XXXX XXXX XXXX~~ as and when the same shall become due and payable, and in
 the meantime do and shall perform all the covenants herein on their part to be
 performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Parties of the First Part,

may hold and possess the aforesaid property, upon paying in
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said Parties of the First Part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
 terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
 then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Parties of the Second Part, their

heirs, executors, administrators and assigns, or
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Parties of the First Part, their heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said Parties of the First Part

further covenant to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or their
 assigns, the improvements on the hereby mortgaged land to the amount of at least

Six Hundred (\$600.00) Dollars Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, their heirs or assigns, to the extent
 of their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Eduard Hoff

C. Clarence H. McCarty [SEAL]
 CLARENCE H. McCARTY

[SEAL]

Amanda R. McCarty [SEAL]
 AMANDA R. McCARTY

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 22nd day of January
in the year nineteen Hundred and Fifty Five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Clarence H. McCarty and Amanda R. McCarty, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Bernard S. McCarty and Anna S. McCarty, his wife,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Edmund H. [Signature]

Notary Public.



Geo A. [Signature] Atty City

FILED AND RECORDED JANUARY 25th 1955 at 11:35 A.M.

This Mortgage, Made this 24th day of JANUARY in the
year Nineteen Hundred and fifty-five by and between
Marie K. Holzshu

_____ of Allegany County, in the State of Maryland, part Y of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand & 00/100 -- -- -- (\$3000.00) -- -- -- Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Twenty-five & 00/100 -- -- -- (\$25.00) -- -- -- Dollars
on or before the first day of each and every month from the date hereof, until the whole of said



principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the south side of Fayette Street in the City of Cumberland, Allegany County, Maryland, being a part of Lots Nos. 19, 20 and 21 of Reed's Addition to the City of Cumberland, and also a part of a strip of land conveyed to Marie K. Holzshu by the Mayor and City Council of Cumberland by deed dated October 27, 1947, and recorded in Liber No. 217, folio 700, one of the Land Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake on the southerly line of Fayette Street, distant South 72 degrees 36 minutes East 47.9 feet from the southeastern intersection of Fayette Street and the first alley West of Brook Avenue, and running then with the southerly side of Fayette Street, South 72 degrees 29 minutes East 15.15 feet, South 78 degrees 48 minutes East 30.85 feet to a chiseled mark on the edge of the concrete sidewalk; then South 11 degrees 12 minutes West 70 feet to a stake; then North 82 degrees 53 minutes West 46.6 feet to a stake; and then North 11 degrees 33 minutes East 75 feet to the beginning.

Being part of the property which was conveyed unto Marie K. Holzshu by deed of the Holzshu Realty Company, dated May 23, 1947, which is recorded in Liber No. 215, folio 421 one of the Land Records of Allegany County, Maryland, and being part of the property which was conveyed unto Marie K. Holzshu by deed of the Mayor and City Council of Cumberland dated October 27, 1947, recorded in Liber No. 217, folio 700 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - (\$3000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Grace L. Harris

Marie K. Holzshu

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24TH day of JANUARY.

in the year nineteen Hundred and Fifty-five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Marie K. Holzshu, single,

the said mortgagors herein and she acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

*Mtgee Westinghouse Md
Feb 11 1955*

FILED AND RECORDED JANUARY 26th 1955 at 12:20 P.M.

PURCHASE MONEY

This Mortgage. Made this TWENTY FOURTH day of JANUARY

in the year Nineteen Hundred and Fifty Five, by and between

Harry A. Kidwell and Anna Mae Kidwell, his wife, and Harry C. Kidwell and Anna Mary Kidwell, his wife, all

of Allegany County, in the State of Maryland

part ies of the first part, and Ronald P. Whitworth and Anna Lee Whitworth, his wife,

of Allegany County, in the State of Maryland

part ies of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of TWENTY SEVEN HUNDRED AND TWENTY TWO DOLLARS AND FIFTY SEVEN CENTS (\$2,722.57), as evidenced by the

Promissory Note of the said parties of the first part herein, dated of even date herewith, and made payable unto the order of the said parties of the second part, ON DEMAND, in the amount of Twenty Seven Hundred and Twenty Two Dollars and Fifty Seven Cents (\$2,722.57), with interest at the rate of Six Percent (6%) per Annum, and

WHEREAS, the said parties of the first part have agreed to execute this Mortgage as security for the aforesaid note, and have agreed to pay in the reduction thereof, until demand is made for the full amount, at least the sum of Thirty Eight Dollars (\$38.00) plus the accrued interest, and

WHEREAS, the said money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage. -----

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part -----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their -----

heirs and assigns, the following property, to-wit:

All of that certain real estate known as Lot Number Ten (10) in Section "H" in Greene's Highland Park Addition to the Town of Westernport, Maryland, which is the same property as described in that certain deed made unto Roger A. Darr et ux, by Katherine J. Harr, Widow, dated October 29th, 1946, and recorded among the Land Records of Allegany County, Maryland, and which is also the same property as conveyed unto the said Harry A. Kidwell and Harry C. Kidwell, parties of the first part herein, by the said Roger A. Darr, et ux., by deed dated January 24, 1955, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.-----

The Deed made unto Roger A. Darr et ux., was recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, Folio 112. -----

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part -----

their ----- heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their -----

executor, administrator or assigns, the aforesaid sum of Twenty Seven Hundred and Twenty Two Dollars and Fifty Seven Cents (\$2,722.57) -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their ----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said -----

parties of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

END the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTY EIGHT HUNDRED & .00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr.
Horace P. Whitworth Jr.

Harry A. Kidwell [SEAL]
Harry A. Kidwell

Anna Mae Kidwell [SEAL]
Anna Mae Kidwell

Harry C. Kidwell [SEAL]
Harry C. Kidwell

Anna Mary Kidwell [SEAL]
Anna Mary Kidwell

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this Twenty Fourth day of January in the year nineteen Hundred and Fifty Five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Harry A. Kidwell and Anna Mae Kidwell, his wife, and Harry C. Kidwell, and Anna Mary Kidwell, his wife, and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared

Donald P. Whitworth and Anna Lee Whitworth, his wife, the within named mortgagor, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard S. Whitworth
Notary Public



FILED AND RECORDED JANUARY 26th 1955 at 12:30 P.M.
 Mortgage Easternport, Md.
 24 11 '55

FILED AND RECORDED JANUARY 26th 1955 at 12:30 P.M.
 /PURCHASE MONEY SECOND

This Mortgage, Made this Twenty Fourth day of January
 in the year Nineteen Hundred and Fifty Five, by and between
 Harry A. Kidwell and Anna Mae Kidwell, his wife, and Harry C. Kidwell, and Anna
 Mary Kidwell, his wife, all

of Allegany County, in the State of Maryland
 part ies of the first part, and Roger A. Darr and Vitalis B. Darr, his wife,

of Allegany County, in the State of Maryland
 part ies of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said
 parties of the second part for money borrowed in the amount of ONE THOUSAND
 SEVENTY SEVEN DOLLARS AND FORTY THREE CENTS (\$1,077.43), as evidenced by the
 Promissory Note of the said parties of the first part herein dated of even date
 herewith made payable unto the order of the said parties of the second part
 herein IN the amount of ONE THOUSAND SEVENTY SEVEN DOLLARS AND FORTY THREE CENTS
 (\$1,077.43), ON DEMAND, and with interest at the rate of Six Percent (6%) per
 Annum, and

WHEREAS, the said parties of the first part have agreed to execute this
 Second Mortgage as security for the aforesaid property loan, and have further
 agreed to pay in the reduction thereof at least the sum of Twenty Dollars each
 month and interest, and

WHEREAS, THE SAID Money herein borrowed is for the purchase price of the
 hereinafter described real estate and therefore this is known as a Purchase
 Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their

heirs and assigns, the following property, to-wit:

All of that certain real estate known as Lot Number Ten (10) in Section "H" in Greene's Highland Park Addition to the Town of Westervort, Maryland, which is the same property as described in that certain deed made unto Roger A. Barr et ux., by Katherine J. Harr, Widow, dated October 29th, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, Folio 112, and being also the same property as conveyed unto the said parties of the first part herein by the said Roger A. Barr et ux., by deed dated January 24th, 1955, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of One Thousand Seventy Seven Dollars and Forty Three Cents (\$1,077.43)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Herace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

THIRTY EIGHT HUNDRED & .00/100

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, s, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr.
Horace P. Whitworth Jr.

Harry A. Kidwell [SEAL]
Harry A. Kidwell

Anna Mae Kidwell [SEAL]
Anna Mae Kidwell

Harry C. Kidwell [SEAL]
Harry C. Kidwell

Anna Mary Kidwell [SEAL]
Anna Mary Kidwell

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this Twenty Fourth day of January in the year nineteen Hundred and Fifty Five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry A. Kidwell, and Anna Mae Kidwell, his wife, and Harry C. Kidwell, and Anna Mary Kidwell, his wife,

and have acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared

Roger A. Darr and Vitalis E. Darr, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Whitworth Jr.
Notary Public



FILED AND RECORDED JANUARY 26th 1955 at 12:20 P.M.
PURCHASE MONEY

This Mortgage, made this 24th day of JANUARY, in the year Nineteen Hundred and fifty five, by and between Raymond R. Beckner, Veronica W. Beckner, his wife; Harry T. Beckner and Nellie E. Beckner, his wife, all of Westernport, Allegany County, Maryland,

hereinafter called Mortgagor a, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of eight thousand Dollars (\$8000.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland. The said loan being applied on the purchase price of the hereby mortgaged premises.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor a, dated the 24th day of JANUARY, 1955, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 75.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the day of JANUARY, 1965, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

First- All that lot of ground in the town of Westernport, in Allegany County, Maryland, known and numbered as lot number fifty-six on the plat of Oak View Addition to said town, and described as beginning at a stake at the intersection of the East side of Howard Street with the South side of Kalbaugh Street and running thence along with the said south side of Kalbaugh Street 40 feet to Lot No. 57 in said Addition, and running back, in a northerly direction, carrying the same width throughout of forty feet, a distance of 100 feet. Being the same lot of ground which was conveyed unto Raymond R. Beckner and Veronica W. Beckner his wife by deed of January 19, 1955, which deed is to be recorded among the land records of Allegany County, Maryland prior to the recording of this deed. SECOND, All that certain real estate situated in the town of Westernport, in Allegany County, Maryland, known as Lots numbers sixty-five and sixty-six on the plat of Oak View Addition to Westernport. The same making a plat or parcel of land fronting on Kalbaugh Street, and being the same property which was conveyed unto Harry T. Beckner and Nellie E. Beckner, husband and wife, by deed from Howard C. Dixon, dated November 2, 1944 and recorded in Liber No. 202 Folio 148 of the land records of Allegany County, Maryland. To the above mentioned deed, so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 523 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor a shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized

to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least eight thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Horace P. Whitworth Jr.

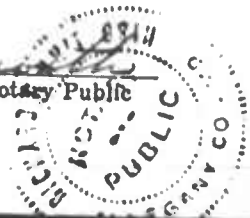
x Raymond R. Beckner (SEAL)
Raymond R. Beckner
x Veronica W. Beckner (SEAL)
Veronica W. Beckner
x Harry T. Beckner (SEAL)
Harry T. Beckner
x Nellie E. Beckner (SEAL)
Nellie E. Beckner

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this _____ day of January _____, in the year 1955, before me, the subscriber, a Notary Public _____ of the State of Maryland, in and for said County, personally appeared, Raymond R. Beckner, Veronica W. Beckner, his wife; Harry T. Beckner and Nellie E. Beckner, his wife _____ the within named Mortgagor s, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the _____ President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president _____ of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard B. Whitworth
Notary Public



Allegany Carl E Mangel City
Feb 11 55

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FILED AND RECORDED JANUARY 26 1955 at 10:00A.M.

This Mortgage, Made this 15h day of January
in the year Nineteen Hundred and Fifty-five, by and between
Joseph F. Habeeb and Nettie S. Habeeb, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and Frances R. Sheeche

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Twelve Thousand Five Hundred Ninety-four and 84/100 Dollars and which said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said interest shall be payable quarterly, the first of which said quarterly payments shall become due and payable three months from the date hereof and each three months thereafter on the same monthly date; and the principal shall be payable at any time that demand shall be made, said demand to be made by registered mail addressed to the Parties of the First Part, Westernport, Maryland, and to be payable thirty days after the date of said demand, with the right reserved unto the Parties of the First Part to pay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Joseph F. Habeeb and Nettie S. Habeeb, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Frances R. Sheeche, her

heirs and assigns, the following property, to-wit:

ALL that certain real estate lying and being at the corner of Main Street and River Road, in the Town of Westernport, Allegany County, Maryland, and particularly described as beginning for the same on the northerly side of the River Road, now called Church Street at a point distant South 20 degrees 51 minutes East 36.1 feet from the southeasterly corner of the 2-story brick building known as the J. H. C. Getty House, situate on the property hereby conveyed; and running thence with the northerly side of the said River Road or Church Street; North 57 degrees 24 minutes West 29.4 feet; thence North 48 degrees 30 minutes West 68 feet to the easterly side of Main Street; and with it, North 24 degrees 10 minutes East 72.5 feet to the southerly side of an alley and with it, South 65 degrees 50 minutes East 94 feet to intersect a line drawn North 24 degrees 10 minutes East from the place of beginning; and thence reversing said intersecting line (parallel with Main Street), South 24 degrees 10



minutes East 97.1 feet to the beginning. Being the said property which was conveyed unto George Habeeb by deed from John H. Getty, Trustee, dated September 1, 1921, and of record in Liber No. 143, folio 551, of the Land Records of Allegany County, Maryland, to which said deed so recorded and the plat attached thereto, reference is hereby made for a more definite and particular description of the said property.

EXCEPTING, HOWEVER, THEREFROM, that small triangular piece of ground containing 72.8 feet, more or less, which was conveyed by George Habeeb, et ux, to M. A. Getty by deed of May 31, 1923, and recorded in Liber No. 143, folio 557, of the Land Records of Allegany County Maryland, AND ALSO EXCEPTING that strip of land 16.5 feet wide running throughout and along the northerly boundary of the said lands of the Parties of the First Part as was conveyed by them to The Citizens National Bank of Westernport, Maryland, by deed of December, 30, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby excepted.

THE AFORESAID PROPERTY is the same property which was conveyed unto George Habeeb by a confirmatory deed of John F. Getty, Trustee, dated the 1st day of September, 1921, and which deed is recorded in Liber 143, folio 551, of the Land Records of Allegany County; a one-third interest in said property descending unto the said Joseph F. Habeeb, son of George Habeeb upon the death of the said George Habeeb; a one-third interest having descended unto Victoria Habeeb, widow of George Habeeb and which interest was conveyed by deed dated the 20th day of September, 1945, by said Victoria Habeeb unto Joseph F. Habeeb and said deed being recorded in Liber 206, folio 502, of said Land Records; and a one-third interest having descended unto Barbara Agnes Habeeb, daughter of George Habeeb, who subsequently, on the 3rd day of January, 1946, conveyed her interest in said property unto Joseph F. Habeeb and said deed is recorded in Liber 206, folio 602, of said Land Records; a specific reference to all the aforesaid deeds is hereby made for a full and more particular description of the lands hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph F. Habeeb and Nettie S. Habeeb, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Frances R. Sheeche, her executor s, administrator or assigns, the aforesaid sum of Twelve Thousand Five Hundred Ninety-four and 84/100 Dollars, - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Joseph F. Habeeb and Nettie S. Habeeb, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Joseph F. Habeeb and Nettie S. Habeeb, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Frances R. Sheeche, her

heirs, executors, administrators and assigns, or Earl E. Mangos

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Allegany~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Joseph F. Habeeb and Nettie S. Habeeb, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Joseph F. Habeeb and Nettie S. Habeeb, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least - Twelve Thousand Five Hundred Ninety-four and 84/100 - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~XXXXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hands and seals of said mortgagors:

Attest:

Eal E. Margo Joseph F. Habeeb [SEAL]
Eal E. Margo Nettie S. Habeeb [SEAL]
Nettie S. Habeeb [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 15th day of January
in the year nineteen Hundred and Fifty-five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Joseph F. Habeeb and Nettie S. Habeeb, his wife,
and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Frances R. Sheene,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage was true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Eal E. Margo
Notary Public.

Mtgee City
Feb 11 55

FILED AND RECORDED JANUARY 26" 1955 at 3:20 P.M.

This Mortgage, Made this 25th day of

January in the year nineteen hundred and fifty-five, by and between

J. Carl Stouffer and Sarah G. Stouffer, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

J. Carl Stouffer and Sarah G. Stouffer, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Twenty-Seven Hundred Fifty-Five (\$2755.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

J. Carl Stouffer and Sarah G. Stouffer, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in the City of Cumberland,
Allegany County, Maryland, and known and designated on the Amended Plat
of part of Cumberland Heights as Lot No. 10, Block 8, surveyed and
subdivided by Leander L. Schaidt, May, 1913, which plat is recorded
among the Land Records of Allegany County, Maryland, in Plat Case No. 72,
the aforesaid lot and parcel of ground being more particularly des-
cribed as follows, to-wit:

All that lot or parcel of ground known and designated on the afore-
said Plat of Cumberland Heights Improvement Company as Lot No. 10,
Block No. 8, fronting 35 feet on Hilltop Drive and beginning for the
same at a point on the Easterly side of said Drive where the line di-
viding Lots Nos. 10 and 11 intersect the same and running thence South
53 degrees 26 minutes West along said Easterly side of said Drive, 35
feet to a line dividing Lots Nos. 9 and 10, thence at right angles to
said Drive, South 36 degrees 34 minutes East 130 feet, to an alley,
thence along said alley, North 53 degrees 26 minutes East 35 feet to a
line dividing Lots Nos. 10 and 11, and with it, North 36 degrees 34
minutes West 130 feet to the place of beginning.

Being the same property which was conveyed to the said J. Carl
Stouffer and Sarah G. Stouffer, his wife, by deed from John W. Early
and Marietta M. Early, his wife, dated March 12, 1946, and recorded
in Liber No. 207, folio 507, among the Land Records of Allegany County,
Maryland.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Seven Hundred Fifty-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Seven Hundred Fifty-Five (\$2755.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

J. Carl Stouffer (SEAL)
J. Carl Stouffer

Thomas L. Keach

Sarah G. Stouffer (SEAL)
Sarah G. Stouffer

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 25th day of January, in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

J. Carl Stouffer and Sarah G. Stouffer, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Above written.

Geo. A. Siebert
Notary Public



Compared and returned to the
Mortgage Office
Feb 11 1955

FILED AND RECORDED JANUARY 26 1955 at 3:20 P.M.

This Mortgage, Made this 26th day of January in the year nineteen hundred and fifty-five, by and between

Samuel J. Hutzell and Martha Ellen Hutzell, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from



date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Samuel J. Hutzell and Martha Ellen Hutzell, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground known and distinguished as Lots Nos. 444, 445, 446, 447 and 448 of Section A, as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland and described as a whole as follows, to-wit:

BEGINNING at a point on the Easterly side of Lake Avenue at the end of the first line of Lot No. 443 and running with the division line of Lots 443 and 444, South 67 degrees 50 minutes East 150 feet to the Westerly side of the fifteen-foot alley, and with said alley, North 22 degrees 10 minutes East 200 feet, then North 67 degrees 50 minutes West 150 feet to the Easterly side of Lake Avenue, and with it, South 22 degrees 10 minutes West 200 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Earl D. Dietz and wife, by deed dated the 16th day of October, 1945, and recorded in Liber No. 205, folio 551, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in

manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

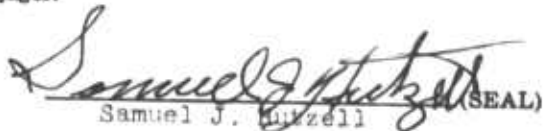
AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least



Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

 (SEAL)
Samuel J. Hutzell


  (SEAL)
Martha Ellen Hutzell

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 26th day of January in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Samuel J. Hutzell and Martha Ellen Hutzell, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

 Notary Public

Kauffman & Kauffman, Attys.
Feb 11 1955

LIBER 309 PAGE 526

FILED AND RECORDED JANUARY 27th 1955 at 2:00 P.M.

THIS MORTGAGE, made this 26th day of January, 1955,

by and between ADOLPH KIRSCH and EUTH B. KIRSCH, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, with interest from date at the rate of four per cent (4%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than One Hundred and Ten Dollars and Four Cents (\$110.04) beginning on the 1st day of March, 1955, and a like and equal sum of not less than One Hundred and Ten Dollars and Four Cents (\$110.04) on the said 1st day of each and every month thereafter, said monthly payments to be applied first to interest and the balance to unpaid principal debt. The entire unpaid principal debt together with interest due thereon shall become due and payable ten years (10) from the date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises, and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to wit:

ALL that lot or parcel of land lying on the West side of South Liberty Street in the City of Cumberland, Allegany County, Maryland, and known as the Law Building property and more particularly described as follows, to wit:

BEGINNING for the same at a point on the Westerly side of South Liberty Street distant South 29 degrees East 79.5 feet from the intersection of the Westerly side of South Liberty Street with the Southerly side of Parking Street, said point being also at the end of the 6th line



KAUFFMAN & KAUFFMAN
ATTORNEYS AT LAW
CUMBERLAND, MD.

of the deed from the Cumberland Amusement Company to the Chesapeake Theatres Corporation dated May 1st, 1941, and recorded among the Land Records of Allegany County, Maryland, in Liber 189, folio 658, and running thence with the Westerly side of South Liberty Street, South 29 degrees East 23.34 feet; thence South 26 degrees 50 minutes East 16.96 feet; thence South 13 degrees 42 minutes East 12.2 feet to the Northeast corner of the building known as Kalse's Garage; thence with the Northerly walls of said building South 76 degrees 30 minutes West 97.6 feet and thence North 50 degrees 4 minutes West 42 feet to a point on the 4th line of the above mentioned deed from the Cumberland Amusement Company to the Chesapeake Theatres Corporation, and running thence with the 4th, 5th and 6th lines of said deed, said lines being also the face of the walls of the Strand Theatres Building, North 72 degrees 10 minutes East 16.4 feet; thence South 48 degrees 37 minutes East 11 feet; thence North 60 degrees 56 minutes East 92.9 feet to the place of beginning. All bearings refer to the true Meridian and distances are horizontal.

IT BEING the same property conveyed to the said Adolph Hirsch by Charles L. Gresh and B. Pauline Gresh, his wife, by deed dated the 4th day of February 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 213, folio 480.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, and mortgagors herein, their heirs, executors, administrators or assigns, do and shall pay to the said party of the first part, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars together with the interest thereon, in the manner and at the time as above set forth, and such further advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all

KAMFFELAR & KAMFFELAR
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CUMBERLAND, MD.

interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or David Kauffman, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

AND the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand (\$15,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of Fifteen Thousand (\$15,000.00) Dollars, its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors.

KAUFFMAN & KAUFFMAN
ATTORNEYS AT LAW
CUMMERSLAND, MD.

WITNESS AS TO BOTH:

Adolph Hirsch (SEAL)
Adolph Hirsch

A. A. Helmick

Ruth B. Hirsch (SEAL)
Ruth B. Hirsch

STATE OF MARYLAND,

KAUFFMAN & KAUFFMAN
ATTORNEYS AT LAW
CUMBERLAND, MD.

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 26th day of January,
in the year Nineteen Hundred and Fifty-Five, before me, the subscriber, a
Notary Public of the State of Maryland, in and for said County, personally
appeared ADOLPH HIRSCH and RUTH B. HIRSCH, his wife, and they acknowledged
the foregoing mortgage to be their respective act and deed; and at the
same time before me also personally appeared ALBERT W. TINDAL, President of
The First National Bank of Cumberland, the within named mortgagee and made
oath in due form of law, that the consideration in said mortgage is true
and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

A. A. Helmick
Notary Public
My Commission Expires May 7, 1955



FILED AND RECORDED JANUARY 27th 1955 at 11:35 A.M.

purchase money

This Mortgage, Made this 26th day of JANUARY in the
year Nineteen Hundred and fifty -five by and between

James G. Mathews and Margaret E. Mathews, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Leo H. Legge City Clerk
Jan 11 1955

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fourteen Hundred & 00/100 - - - - - (\$1400.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-six & 11/100 - - (\$26.11) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated in Election District No. 5, and lying and being on the northerly side of Walnut Street in the City of Cumberland, Allegany County, Maryland, and being known and designated as Lot No. 52 upon the plat of Hook's Addition to Cumberland, as recorded in Liber No. 11, folio 442 of the Land Records of Allegany County, Maryland, and particularly described as follows, (Original magnetic courses and horizontal distances being used) to-wit:

Beginning for the same at, or near, the beginning of said Lot No. 52, said point being at the intersection of two reference lines, viz; at the end of 50.21 feet on a line drawn South 68 degrees 17 minutes East from the northeast corner of the intersection of Brown's Alley with Walnut Street, and at the end of 4.86 feet on a line drawn South 55 degrees 24 minutes West from the southwest corner of the frame dwelling house erected upon the herein described premises, and running then with Walnut Street

S 68° 32' E 50.00 feet to the division line between Lots No. 52 and 53; then with said division line (corrected so as to meet call)

N 20° 45' E 127.75 feet to a corner fence post; then with a line of fence

N 68° 30' W 50.00 feet to the division line between Lots No. 51 and No. 52, and with said line (corrected)

S 20° 45' W 127.78 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Mary Jeannette Brown et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral.

teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor ~~is~~ their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor ~~is~~ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor ~~is~~ hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fourteen Hundred & 00/100 - - - (\$1400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

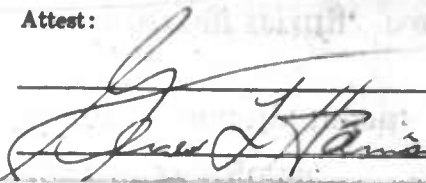
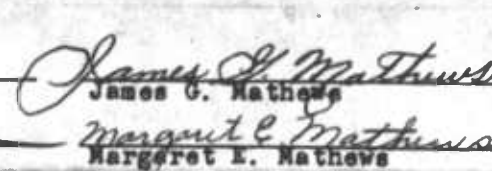
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor ~~s~~ to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

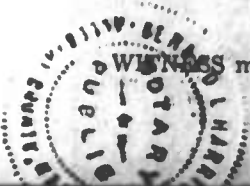
  [SEAL]
James G. Mathews
Margaret E. Mathews [SEAL]

State of Maryland,

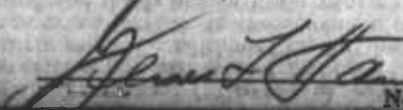
Allegany County, to-wit:

I hereby certify, That on this 26TH day of JANUARY
in the year nineteen Hundred and Fifty-five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
James G. Mathews and Margaret E. Mathews, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.


Notary Public

*Geo W Legge, Attorney
Feb 11 1955*

FILED AND RECORDED JANUARY 27th 1955 at 11:35 A.M.

This Mortgage. Made this 26TH day of JANUARY in the
year Nineteen Hundred and fifty-five by and between
Glyde S. Slider and Catherine E. Slider, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eleven Thousand & 00/100 - - - - - (\$11,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred One & 74/100 - - (\$101.74) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying on the southerly side of Byrd Avenue known and designated as part of Lot No. 13 and whole Lots Nos. 14 and 15, Block No. 1 in Fort Hill Addition to the City of Cumberland, a part of which said addition is recorded in Liber 1, folio 54 one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the southerly side of Byrd Avenue at the end of the first line of Lot No. 13, and running thence said avenue North 75 degrees 10 minutes East 57.5 feet, then South 10 degrees 50 minutes East 10 feet, more or less, to the dividing line between Fort Hill Addition and Dorn's Addition, then with said dividing line South 2 degrees 51 minutes West 100 feet, more or less, to a point on the northerly side of a 15 foot alley, then with said alley South 75 degrees 10 minutes West 33 feet to the end of the second line of said Lot No. 15, and then with said second line reversed North 10 degrees 50 minutes West 100 feet to the place of beginning. All bearings, True Meridian And Horizontal distances.

Being the same property which was conveyed unto the parties of the first part by deed of Sidney D. Phillips and Clara E. Phillips, his wife, dated June 30, 1944, recorded in Liber No. 200, folio 524, Allegany County Land Records, and being part of the property which was conveyed unto the parties of the first part by deed of The Johnson Realty Corporation dated October 17, 1942, recorded in Liber No. 194, folio 575 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt



exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand & 00/100 - - - (\$11,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this

mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

William H. Harman

Clyde S. Slider [SEAL]
Clyde S. Slider

Catherine E. Slider [SEAL]
Catherine E. Slider

State of Maryland,

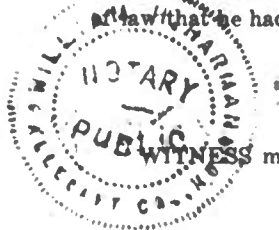
Allegany County, to-wit:

I hereby certify, That on this 26th day of JANUARY

in the year nineteen Hundred and Fifty - five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Clyde S. Slider and Catherine E. Slider, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public.

Cumbersland, Maryland, March 1, 1955
For value received the First Federal Savings and Loan Association of Cumbersland hereby releases the within and foregoing mortgage.
Witness the signature of Gerald L. Harrison, its vice president, and the corporate seal of said corporation, attested by its secretary, Kenneth L. Canton, the day and year above written.
(Corporate Seal)
attest: Kenneth L. Canton Secretary
Gerald L. Harrison, Vice President

FILED AND RECORDED JANUARY 29th 1955 at 9:20 A.M.PURCHASE MONEY
This Mortgage, Made this 28th day of January,

in the year nineteen hundred and fifty-five by and between

GROVER E. MARTIN and CAROLINE M. MARTIN, his wife,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,
 a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
 WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- TWENTY-NINE HUNDRED and 00/100 - - - - - Dollars, on
 - Twenty-nine - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that lot or parcel of ground in Allegany County, Maryland, beginning for the same on the East side of Independence Street (formerly known as Knobley Street) in the City of Cumberland at the end of the first line of the lot or parcel of ground conveyed to Samuel Metz by deed dated the 28th day of July, 1894, and running thence with said street North three and one-quarter degrees, West thirty-one and one-half feet; thence North seventy and three-quarters degrees East one hundred and forty-three and one-half feet; thence South twenty-eight degrees and twenty-two minutes and East twenty-eight and one-half feet to the end of the second line of the said lot conveyed to said Metz; thence reversing the said second line North seventy degrees West one hundred and fifty-five and six-tenths feet to the beginning.

IT being the same property which was conveyed by William R. Carscaden, Administrator, et al, to Grover E. Martin et ux by deed dated January 28, 1955, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
 - - - - - Twenty-nine Hundred and 00/100 - - - - - Dollars with six
 per cent interest thereon, payable in 96 monthly payments of not less than \$38.14 each,
 on or before the 28th day of each month hereafter until the whole of the said principal debt and
 interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 28th
 day of February, 1955, at the office of the said Western Maryland Building and Loan
 Association, Incorporated. The final payment, if not sooner paid, to be due on the 28th day of January,
 1963.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-nine Hundred - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Caracaden, its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Grover E. Martin (SEAL)
GROVER E. MARTIN
Caroline M. Martin (SEAL)
CAROLINE M. MARTIN

State of Maryland.

Allegany County, to wit:

I hereby certify that, on this 28th day of January 19 55 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Grover E. Martin and Caroline M. Martin, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 28th day of January 1955.



Patty Ann Davis
Notary Public

Mtge. City
Lib. 11

LIBER 309 PAGE 538

FILED AND RECORDED JANUARY 28th 1955 at 10:00 A.M.

This Mortgage. Made this 27th day of January
in the year Nineteen Hundred and Fifty-five

by and between
**The Schriver Company, a corporation duly incorporated under
the Laws of the State of Maryland**

of Allegany County, in the State of Maryland
part Y of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said The Schriver Company

stands indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Eight Thousand and no/100
Dollars (\$ 8,000.00), to be paid with interest at the rate of five per cent (5 %) per
annum, to be computed monthly on unpaid balances, in payments of at least One Hundred and
no/100 Dollars (\$ 100.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said The Schriver Company

do es give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

All that lot or parcel of ground located on Frederick Street,
in the City of Cumberland, Maryland, and more particularly described
as follows, to wit:

BEGINNING for the same at the end of the first line of a lot of
ground conveyed to William E. Walsh by Charles B. Isaacs and others, by
deed dated March 4, 1903, and recorded in Liber No. 92, folio 413, of
the Land Records of Allegany County, and running thence with the West
side of Frederick Street, North 22 degrees East 30 feet, then North
67½ degrees East 83 feet, then South 22 degrees West 30 feet to the
end of the second line of the Walsh deed, then with said second line
reversed, South 67½ degrees East 83 feet to the place of beginning.

It being the same property which was conveyed to the Schriver
Company by Mack Nestor and Nadine C. Nestor, his wife, by deed dated
the 29th day of September, 1938, and recorded in Liber 176, folio 32,
one of the Land Records of Allegany County, Maryland, which said
deed incorrectly referred to the Mortgagor herein as The Schriver
Company, Incorporated.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said The Schriver Company, its successors

~~its successors or assigns~~ or assigns, do and shall pay to the said
CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the afore-
said sum of Eight Thousand and no/100 Dollars
(\$ 8,000.00) together with interest thereon, as and when the same shall become due
and payable, and in the meantime do and shall perform all the covenants herein on its
part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

The Schriver Company

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said **The Schriver Company**.

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

Gorman E. Getty

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said **The Schriver Company**,

its successors ~~or assigns~~ or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor **its successors** ~~or assigns~~ or assigns.

And the said **The Schriver Company**

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Eight Thousand-----Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF The Schriver Company has caused these presents to be signed by its President, and has caused its corporate seal to be hereto ~~affixed~~ affixed attested by the signature of its Secretary, this 27th day of January, 1955.

Attest:

THE SCHRIVER COMPANY

BY

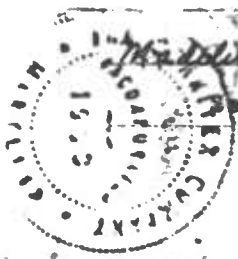
Joseph A. Schriver
Joseph A. Schriver
President

[SEAL]

[SEAL]

[SEAL]

[SEAL]



State of Maryland,
Allegany County, to wit:

I hereby certify, That on this 27th day of January
in the year Nineteen Hundred and Fifty -five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph A. Schriver, President of The Schriver Company

and acknowledged the foregoing mortgage to be the act and deed of The
Schriver Company
~~acknowledged~~; and at the same time before me also personally appeared Marcus A. Naughton
 an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.



WITNESSES my hand and Notarial Seal the day and year aforesaid.

Angela M. Sanbheil
Notary Public.

*Mtgeal Frostburg Md
Feb 11 55*

FILED AND RECORDED JANUARY 31st 1955 at 2:45 P.M.
PURCHASE MONEY

This Mortgage, Made this 28th day of January
in the year Nineteen Hundred and fifty-five, by and between
JOSEPH EGAN KENNEY and ANNE CATHERINE KENNEY, his wife,

of Allegany County, in the State of Maryland,
part ies of the first part, and **FROSTBURG NATIONAL BANK**, a national banking
corporation duly incorporated under the laws of the United States of America,
having its principal office in

at Frostburg, Allegany County, in the State of Maryland,
part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of NINE THOUSAND - - - - - - - - - - -00/100 DOLLARS (\$9000.00)

with interest from date at the rate of four and one-half per centum (4-1/2%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 180 monthly installments of \$68.85, payable on the 28th day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying in Frostburg, Allegany County, Maryland, and known as Lot No. 11 of Block 9 of Frost Heirs Addition, a plat of which addition is recorded in Deeds Liber 41, folio 700 among the Land Records of Allegany County, Maryland, and which said property is more particularly described as follows, to wit:

BEGINNING for the same at a stake standing on the easterly side of College Avenue (formerly known as Loo Street) at a point where the division line between Lots 10 and 11 intersect the same; thence with said side of said College Avenue South 39 degrees East 60 feet; thence North 51 degrees East 160 feet to Second Alley; thence with said Second Alley North 39 degrees West 60 feet to the aforementioned division line between Lots 10 and 11 of said Block 9; thence with said division line South 51 degrees West 160 feet to the place of beginning.

IT being the same property which was conveyed by Dale H. Arner et ux to Joseph Egan Kenney et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

NINE THOUSAND - - - - - - - - - - -00/100 DOLLARS (\$9,000.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said part y_____ of the second part, its successors ~~heirs, assigns, administrators and assigns~~, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS

Joseph Egan Kenney [Seal]
JOSEPH EGAN KENNEY

David R. Willetts
DAVID R. WILLETTS

Anne Catherine Kenney [Seal]
ANNE CATHERINE KENNEY

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 28th day of January in the year nineteen hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph Egan Kenney and Anne Catherine Kenney, his wife,

and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,

Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Catherine L. Catherman
CATHERINE L. CATHERMAN Notary Public

FILED AND RECORDED FEBRUARY 1st 1955 at 8:30 A.M.

This Mortgage, Made this 26th day of January
in the year Nineteen Hundred and fifty-five, by and between

C. GORDON TAYLOR, COMMITTEE OF ANNA L. WILLISON,

of Allegany County, in the State of Maryland,

party of the first part, and **FROSTBURG NATIONAL BANK**, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said party of the first part is justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

TWENTY-FIVE HUNDRED - - - - - - - - - - -00/100 DOLLARS (\$2500.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the party of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said party of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part do es give, grant, bargain and sell, convey, release and confirm unto the said party y of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Frostburg, Allegany County, Maryland, which was conveyed to Anna L. Willison, by Charles F. Betz et ux by deed dated August 30, 1927, and recorded in Deeds Liber 156, folio 249 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property. The said C. Gordon Taylor was appointed Committee of Anna L. Willison, incompetent, by decree of the Circuit Court for Allegany County, Maryland, dated January 4, 1955, in a cause known as No. 23,940 Equity in the Circuit Court for Allegany County, Maryland, which Court duly authorized said C. Gordon Taylor, Committee of Anna L. Willison, to execute this mortgage by decree dated the 17th day of January, 1955, all of which will more fully appear by reference to said Equity proceedings, reference to which is hereby specifically made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his ~~successors~~ ~~or assigns~~ ~~do and shall pay to the said party~~ ~~of the second part~~, its successors ~~or assigns~~, the aforesaid sum of

TWENTY- FIVE HUNDRED and 00/100 - - - - - - - - - - -DOLLARS together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party _____ of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party _____ of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y _____ of the second part, its successors ~~representatives, administrators and assigns~~, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party _____ of the first part, his successors ~~heirs~~ or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his successors ~~representatives, heirs or assigns~~.

And the said part y _____ of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its ~~his~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Catherine L. Catherman
Catherine L. Catherman

C. Gordon Taylor [Seal]
C. GORDON TAYLOR, Committee of
Anna L. Willison

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 26th day of January
in the year nineteen hundred and fifty-five, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

C. Gordon Taylor, Committee of Anna L. Willison,
and he acknowledged the foregoing mortgage to be his

act and deed; and at the same time before me also personally appeared F. Earl Kraitsburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.

Witness my hand and Notarial Seal the day and year aforesaid.



Catherine L. Catherman
Notary Public

Filed AND RECORDED FEBRUARY 11 1955 at 9:50 A.M.

**This Mortgage,** Made this 31st day of

January in the year nineteen hundred and fifty-five, by and between

Annie Scott Dixon and Harold W. Dixon, her husband, and Ida May Twigg, widow of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Annie Scott Dixon and Harold W. Dixon, her husband and Ida May Twigg, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Forty-Five Hundred (\$4500.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1955

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Annie Scott Dixon and Harold W. Dixon, her husband and Ida May Twigg, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those tracts or parcels of land lying on Town Creek in Allegany County, Maryland which are called and known by the name of Mt. Airy Resurveyed, Sally's Chance, Isaac and Nelly, being a resurvey on Featherstones Choice, Hoy Bottom and Creek Hill, or by whatever names they may be known, which are particularly described in a deed from Levi Brant and wife to Edmund Wilson dated the 8th day of May, 1861, and recorded in Liber No. 19, folio 585, one of the Land Records of Allegany County, Maryland, and being the same tracts or parts of tracts of land which were conveyed to Deborah Wigfield by John W. Carder by deed dated the 29th day of December, 1898, and recorded among the Land Records of Allegany County in Liber No. 85, folio 105; they being also the same tracts or parts of tracts of land which were conveyed to the said John W. Carder by J. W. S. Cochrane and J. E. Macbeth, Trustees, by deed dated the 24th day of March 1896 and recorded in Liber No. 78, folio 544, one of the Land Records of Allegany County, Maryland; and being also the same property conveyed to Clyde M. James by P. Brooke Whiting, et al, Trustees by deed dated December 3, 1923, and recorded in Liber No. 145, folio 248, one of the Land Records of Allegany County, Maryland; and being also the same property conveyed to Henry R. Neumann and John A. Rice and Edward H. Hartung by deed from Clyde M. James dated the 4th day of December, 1923, and recorded in Liber No. 145, folio 250, one of the Land Records of Allegany County, Maryland. Reference is hereby especially made to the above conveyances for a more particular description of said property, being also the same property which was conveyed to George Reuschel and Frances C. Reuschel, his wife, by deed

from Margaret Neumann, widow, and others, dated December 7, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 195, folio 9.

It being also the same property which was conveyed unto Annie Scott Dixon by George Reuschel and wife, by deed dated May 25, 1950, and recorded in Liber No. 229, folio 232, one of the Land Records of Allegany County.

ALSO: All that tract or parcel of land situated in Election District No. 2, in Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same at a bounded sugar tree standing at the end of the third line of a tract of land called "Dill's Farm" and running thence, North $82\frac{1}{2}$ degrees East 35 perches; South $80\frac{1}{2}$ degrees East 18 perches, North $40\text{-}3\frac{1}{4}$ degrees East $23\frac{1}{2}$ perches, South $65\frac{1}{2}$ degrees East $16\text{-}3\frac{1}{4}$ perches, South $71\frac{1}{2}$ degrees East 80 perches, North $58\frac{1}{2}$ degrees East 44 perches; South $73\frac{1}{2}$ degrees East 70 perches, South $2\frac{1}{2}$ degrees West $7\text{-}3\frac{1}{4}$ perches, South $64\text{-}2\frac{2}{3}$ degrees East $19\frac{1}{2}$ perches; North $47\text{-}1\frac{1}{2}$ degrees East 40 perches, North $34\text{-}1\frac{1}{3}$ degrees East 80 perches; North $64\text{-}2\frac{2}{3}$ degrees West $12\text{-}3\frac{1}{4}$ perches; North $23\frac{1}{2}$ degrees East 18 perches, North 52 degrees West $28\text{-}2\frac{2}{5}$ perches, North $71\text{-}3\frac{1}{4}$ degrees West 54 perches, North $58\frac{1}{2}$ degrees West 36 perches, North $29\text{-}3\frac{1}{4}$ degrees West $37\text{-}1\frac{1}{5}$ perches, South $7\text{-}1\frac{1}{3}$ degrees West $66\text{-}2\frac{2}{10}$ perches, North $70\text{-}2\frac{2}{3}$ degrees West $14\text{-}3\frac{1}{4}$ perches, South $34\frac{1}{2}$ degrees West $5\frac{1}{2}$ perches, North 89 degrees West $26\frac{1}{2}$ perches, South $37\text{-}3\frac{1}{4}$ degrees West 26 perches, North 37 degrees West $4\text{-}2\frac{2}{5}$ perches; North $44\text{-}5\frac{1}{6}$ degrees West $67\text{-}4\frac{1}{5}$ perches, South $49\frac{1}{2}$ degrees West $38\text{-}2\frac{2}{5}$ perches, North $20\frac{1}{2}$ degrees West $3\frac{1}{2}$ perches, South $82\text{-}1\frac{1}{6}$ degrees West 8 perches, South $67\frac{1}{2}$ degrees West 20 perches, South $10\text{-}1\frac{1}{6}$ degrees West 59 perches, North $16\frac{1}{2}$ degrees West 36 perches, South $27\frac{1}{2}$ perches, South $17\frac{1}{2}$ degrees West 26 perches, South 44 degrees West $8\text{-}3\frac{1}{4}$ perches, South $39\frac{1}{2}$ degrees West 20 perches, South $24\text{-}3\frac{1}{4}$ degrees West $12\text{-}9\frac{1}{10}$ perches to the beginning

It being the same property which was conveyed unto the said Annie Scott Dixon by Ida May Twigg, widow, by deed dated May 9, 1952, and recorded in Liber No. 240, folio 364, one of the Land Records of Allegany County, Maryland, in which said deed, the said Ida May Twigg retained a life estate.

This loan is also secured by a Chattel Mortgage on a John Deere Tractor, No. 50 Model with attachments;

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Forty-Five Hundred (\$4500.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance, is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Forty-Five Hundred (\$4500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Annie Scott Dixon (SEAL)
Annie Scott Dixon

Thomas L. Keech

Harold W. Dixon (SEAL)
Harold W. Dixon

Ida May Twigg (SEAL)
Ida May Twigg

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 31st day of January, in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared Annie Scott Dixon and Harold W. Dixon, her husband, and Ida May Twigg, widow.

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo. A. Siebert
Notary Public

Geo. H. Lippert City
Feb 11 1955

LIBER 309 PAGE 548

FILED AND RECORDED FEBRUARY 17 1955 at 11:50 A.M.

purchase money

This Mortgage, Made this 31st day of JANUARY in the
year Nineteen Hundred and fifty -five by and between

Jack F. Moore and Katherine L. Moore, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Eight Thousand Sixty-two & 50/100 -- -- (\$8062.50) -- -- -- -- Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-five & 87/100 -- -- (\$65.87) -- -- -- -- Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground situated in the
City of Cumberland, Allegany County, Maryland, known and designated
as Lot No. 61 and part of Lot No. 60 as shown on the amended plat
of properties of Cumberland Homes Company Incorporated, Kelly Spring-
field Tire Company et al dated September 15, 1923, and recorded among
the Land Records of Allegany County, Maryland, in Plat Case Box No.
84, said property being more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of
Gephart Drive in said City of Cumberland, Maryland, South 34 degrees 12
minutes West 273 feet from the intersection of the said westerly side
of Gephart Drive and the southerly side of Ridgedale Avenue and running
then North 55 degrees 48 minutes West 114 feet to Ridgedale Avenue, then
South 42 degrees 58 minutes West 54.5 feet, more or less, to a point
distant North 42 degrees 48 minutes East 494.3 feet from the intersection
of the southeasterly side of Ridgedale Avenue with the easterly side of
Lake Avenue, and running then South 47 degrees 2 minutes East 100 feet,
then North 42 degrees 58 minutes East approximately 39 feet, more or
less, to the boundary line of Lot No. 61 of the Ridgedale Addition to
the City of Cumberland, then with part of the westerly division line of

Lot No. 61 South 55 degrees 48 minutes East 20 feet, more or less, to the westerly side of Gephart Drive and then with said Gephart Drive North 34 degrees 12 minutes East 40 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John Wallace Close and Gladys M. Close, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Including the right-of-way easement which is more fully set forth in a deed from the Mayor and City Council of Cumberland to J. Wallace Close et ux, dated May 31, 1949, recorded in Liber No. 229, folio 607 Allegany County Land Records to which deed reference is hereby made for a more particular description of said easement.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1915 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by

the mortgagors, representatives, heirs or assigns.

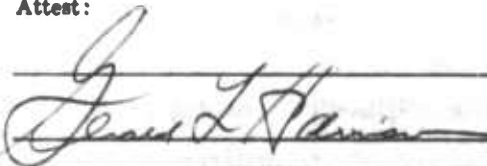
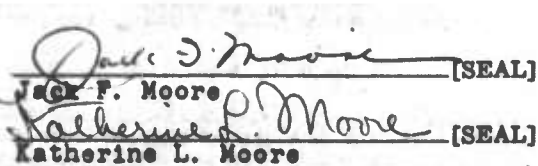
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Eight Thousand Sixty-two & 50/100 - - (\$8062.50) - - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

  [SEAL]
Jack F. Moore
Katherine L. Moore [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 31ST day of JANUARY

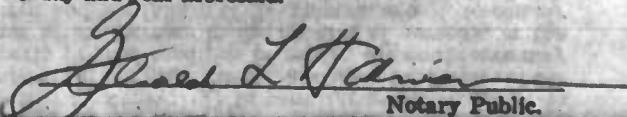
in the year nineteen Hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Jack F. Moore and Katherine L. Moore, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED FEBRUARY 1st 1955 at 10:30 A.M.

This Mortgage, Made this 31st day of
January, in the year nineteen hundred and Fifty Five, by and between

Samuel J. Cunningham and Clara B. Cunningham, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Two Thousand Two Hundred (\$2,200.00) Dollars,
for which they have given their promissory note of even date herewith, payable on
or before three years after date with interest at the rate of 6% per annum in
monthly payments on the principal and interest of not less than Forty (\$40.00)
Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit:

First. All those two lots or parcels of land situate near
the Valley Road in Election District No. 5, Allegany County, Maryland, about 1 1/2
miles East of the City of Cumberland, and known as Lots Nos. 449 and 450 in Section
A on the "Amended Plat No. 2 of The Cumberland Valley Addition to Cumberland, Mary-
land, as laid out by Winner Bowman," recorded in Plat Book No. 1, page 26, of the
Land Records of Allegany County, Maryland, said two lots described in one parcel
as follows:

Beginning at a point on the Easterly side of Lake Avenue
in said Addition at the end of the first line of Lot No. 448, and running thence
with the Easterly side of Lake Avenue, North 22 degrees 10 minutes East 80 feet;
then South 67 degrees 50 minutes East 150 feet to the westerly side of an Alley;
and with the westerly side of said Alley, South 22 degrees 10 minutes West 80 feet
to the end of the second line of Lot No. 448; and with said line reversed, North
67 degrees 50 minutes West 150 feet to the place of beginning.

Second. All that parcel of land containing six acres,
more or less, shown on "Amended Plat No. 2 of The Cumberland Valley Addition
to Cumberland, Maryland," recorded in Plat Book No. 1, page 26, as bordering
on the Easterly side of the 15 foot alley at the rear of the 29 lots fronting on
the Easterly side of Lake Avenue in said Addition, and described as follows:

Beginning at the intersection of the Northerly side of an
Alley with the Easterly side of an Alley, said point being 165 feet East of Lake
Avenue, and running thence with the Easterly side of said Alley, North 22 degrees
10 minutes East 1275 feet to the Southerly side of Birch Avenue; and with the
Southerly side of Birch Avenue, 210 feet to a line of Greise Brothers Dairy; and
following with Greise Brother Dairy Line and Leonides Dicken to the intersection
of the Westerly line of his land, and with the Southerly line of his land to a
point on the Northerly side of an Alley, being 175 feet from the Northerly side of
Park Avenue; and running thence with the Northerly side of said Alley, North 46
degrees 06 minutes West to the place of beginning.

Being the same property conveyed by Marshall Edward Hardman
et ux to the said Samuel J. Cunningham et ux by deed of even date herewith and to
be recorded among the Land Records of Allegany County, Maryland, this mortgage being
given to secure part of the purchase price for said property. Reference to said
deed and the plat aforementioned is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors
or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
sonal property now or at any time hereafter attached to or used in any way in connection with the

use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of -Two Thousand Two Hundred (\$2,200.00)- - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least- - -Two Thousand Two Hundred (\$2,200.00)- - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors.

Attest:

William C. Dudley

Samuel J. Cunningham (SEAL)
Samuel J. Cunningham
Clara B. Cunningham (SEAL)
Clara B. Cunningham

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 31st day of January
in the year nineteen hundred and Fifty Five, before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

Samuel J. Cunningham and Clara B. Cunningham, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same
time, before me, also personally appeared George C. Cook, Cashier of
The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-
gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona
fide as therein set forth; and the said George C. Cook did further,
in like manner, make oath that he is the Cashier and agent or attorney for said corporation and
duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day
and year above written.

William C. Dudley
Notary Public

FILED AND RECORDED FEBRUARY 4th 1955 at 8:30 A.M.

FILED AND RECORDED FEBRUARY 4th 1955 at 8:30 A.M.

THIS SUPPLEMENTARY MORTGAGE AGREEMENT, Made

this 1st day of February, 1955, by and between CLYDE O. BOHRER
AND EDNA G. BOHRER, his wife, hereinafter called parties of the
first part and CHARLES W. RAYGON, hereinafter called party of the
second part, witnesseth:

That for and in consideration of the mutual
promises as are hereinafter set forth and the payment of \$1.00
by the parties of the first part to the party of the second part,
this Agreement is made.

WHEREAS, the parties of the first part executed
a certain mortgage and note to the party of the second part dated
November 9, 1954, and recorded among the Mortgage Records of
Allegany County, Maryland, in Liber 308, folio 351. This said
mortgage and note recited that the debt of \$4950.00 secured there-
by shall be paid by payments of at least \$40.00 each and every
month hereafter and to pay in addition thereto interest at the
rate of 4-1/4% per annum, interest to be calculated on quarterly

balances and to be paid quarterly in addition to the regular monthly payments on account of principal as aforesaid.

Now, therefore, it is mutually covenanted and agreed by the parties hereto that the amount of the monthly payment and payment of interest on the said principal of said mortgage and note of \$4950.00 shall be and is hereby modified and changed to an obligation of the parties of the first part to pay to the party of the second part at least \$40.00 each and every month hereafter of the said principal debt of \$4950.00 which payment shall include interest at the rate of 4-1/2% per annum, interest to be calculated on quarterly balances.

This agreement shall be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals the day and year above written.

WITNESS:

Rosalie A. Crabtree

Clyde O. Bohrer (SEAL)
Clyde O. Bohrer

Edna G. Bohrer (SEAL)
Edna G. Bohrer

PARTIES OF THE FIRST PART

Rosalie A. Crabtree

Charles W. Raygor
Charles W. Raygor

PARTY OF THE SECOND PART

STATE OF MARYLAND,

ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, That on this 1st day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, aforesaid, personally appeared Clyde O. Bohrer and Edna G. Bohrer, his wife, Parties of the first part, and Charles W. Raygor, Party of the second part, who each acknowledged the foregoing Supplementary Mortgage Agreement to be their respective act and deed.

WITNESS my hand and Notarial year above written.

Rosalie A. Crabtree
Notary Public



FILED AND RECORDED FEBRUARY 1st 1955 at 3:00 P.M.

This Mortgage, Made this 1st /ST. 1955 day of
FEBRUARY
~~January~~ in the year nineteen hundred and fifty-five, by and between

William C. Holbrook and Sophie R. Holbrook, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William C. Holbrook and Sophie R. Holbrook, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Twenty Thousand (\$20,000.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Four & One-Half per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on March 31, 1955

This Mortgage is executed to secure Seven Thousand (\$7,000.00)
 Dollars of the purchase money for the property first herein des-
 cribed and conveyed and is, therefore, to that extent a Purchase
 Money Mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

William C. Holbrook and Sophie R. Holbrook, his wife,
 does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land known as part of Lot No. 53 of the
 original Town Lots of Cumberland, situated on the Southerly side of
 Washington Street in the City of Cumberland, Allegany County, Maryland,
 and being part of the same property which was conveyed to Daniel Annan
 by Sarah J. Offutt, et al, by deed dated January 30, 1875, and re-
 corded among the Land Records of Allegany County in Liber No. 44,
 folio 148;

Excepting, however, that part of said lot which was conveyed by
 Daniel Annan to William H. LePevre by deed dated June 5, 1875, and
 recorded among said Land Records in Liber No. 44, folio 680, the part
 therein conveyed being described as follows:

BEGINNING at the corner of the South side of Washington Street and
 the East side of Paw Paw Alley, and running thence with the South side
 of Washington Street, South 83 $\frac{1}{4}$ degrees East 35 feet to the Westerly
 line of the above mentioned parcel which was conveyed to William H.
 LePevre and with said line and parallel to Paw Paw Alley, South 6 $\frac{1}{2}$
 degrees West 171 feet, more or less, to the South side of a private
 alley; thence with said alley, North 83 $\frac{1}{4}$ degrees West 35 feet to Paw
 Paw Alley; thence with said Alley, North 6 $\frac{1}{2}$ degrees East 171 feet,
 more or less, to the place of beginning, leaving remaining a lot 35
 feet front by 171 feet deep.

It being the same property which was conveyed unto the said Mortga-
 gors by The Second National Bank of Cumberland, Maryland, Committee

for Margaret O. Annan, by deed dated the _____ day of January, 1955, and to be recorded simultaneously with this Mortgage among the Land Records of Allegany County.

ALSO: All those lots, pieces or parcels of ground lying and being on the Southerly side of Beech Street designated as Lots Nos. 50 and 51 in Cover's Addition, Bowling Green, Allegany County, Maryland, a plat of which said Addition is recorded in Liber No. 1, folio 50, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Beech Street at the end of the first line of Lot No. 49 in said Addition, and running then with said Street, North 82 degrees 40 minutes East 88.4 feet, then South 11 degrees 15 minutes East 100.25 feet to the Northerly side of a 15-foot alley, then with said Alley, South 82 degrees 40 minutes West 95.98 feet to the end of the second line of said Lot No. 49 and then with said second line reversed, North 7 degrees 20 minutes West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ralph G. Cover and wife, by deed dated November 28, 1951, and recorded in Liber No. 236, folio 409, one of the Land Records of Allegany County, and by a subsequent deed of correction by and between the same parties dated August 18, 1954, and duly recorded among said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above-described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty Thousand (\$20,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty Thousand (\$20,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William C. Holbrook (SEAL)
William C. Holbrook

Thomas L. Keach Sophie R. Holbrook (SEAL)
Sophie R. Holbrook

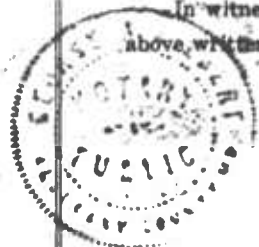
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1ST day of FEBRUARY, ~~JANUARY~~ in the year nineteen hundred and fifty-five before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William C. Holbrook and Sophie R. Holbrook, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo. A. Siebert
Notary Public



FILED AND RECORDED FEBRUARY 1st 1955 at 3:00 P.M.

This Mortgage, made this 29th day of January, in the year Nineteen Hundred and fifty-five, by and between

Raymond G. Stewart and Wanda Lee M. Stewart, his wife,

hereinafter called Mortgagor's, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Six Thousand (\$6,000.00) Dollars, which said sum is payable three years after date, together with the interest thereon at the rate of - - - 4½ per centum per annum payable semi-annually. The said Mortgagors do hereby covenant and agree to make payments of not less than Sixty (\$60.00) Dollars each month on account of the principal and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

It is further understood by and between the parties hereto that all payments made after two years from date hereof shall be divided to the end that not less than Forty (\$40.00) Dollars or two-thirds of each payment made after two years from this date shall be applied to the principal and interest of this Mortgage as above provided, and Twenty (\$20.00) Dollars or one-third of each payment so made shall be paid by the Mortgagee herein unto Lilly P. Stewart to apply on the Mortgage held by the said Lilly P. Stewart on this same property. All monthly payments on this obligation and the obligation due the said Lilly P. Stewart shall be made at the office of W. Wallace McKaig, the Mortgagee herein, and the remittance to Lilly P. Stewart as above provided shall be made by the said W. Wallace McKaig.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor's do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated at the intersection of Weires Avenue and a 30-foot street leading into the adjoining W. D. Clause property, in LaVale, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing at the point of intersection of the Northwest side of Weires Avenue and the center of a 30-foot street leading into the W. D. Clause property, said stake also stands at the end of the first line of the adjoining property conveyed by Zella J. Weires to Carl A. Stottlemeyer, et ux, by deed dated the 16th day of October, 1950, and recorded in Liber No. 231, folio 374, one of the Land Records of Allegany County, and running thence with the second line of the said Stottlemeyer deed corrected for distance, (Magnetic Bearings as of 1923 and Horizontal Measurements), North 48 degrees and 55 minutes West, 139-6/10 feet to an iron stake standing at the end of the first line of the adjoining property conveyed by D. T. Ferguson, et ux, to W. D. Clause, et ux, by deed dated the 27th day of July, 1946, and recorded in Liber No. 210, folio 461, one of the Land Records of Allegany County, thence reversing part of the first line of the said Clause deed, North 48 degrees and 45 minutes East, 116-5/100 feet to the end of the second line of the property adjoining conveyed by D. T. Ferguson, et ux, to James H. Schell, et ux, by deed dated the 10th day of January, 1947, and recorded in Liber No. 213, folio 427, one of the Land Records of Allegany County, thence reversing the said second line, South 41 degrees and 15 minutes East 138 feet to the aforementioned North west side of Weires Avenue, thence with the said Northwest side of Weires Avenue, South 48 degrees and 45 minutes West 95 feet to the beginning.

RESERVING, HOWEVER, from this conveyance a right-of-way over the aforementioned 30-foot roadway leading from Weires Avenue to the said W. D. Clause residence, said roadway having been built and maintained by the

said W. D. Clause. It being understood that anyone regularly using the said 30-foot roadway should share the cost of its maintenance.

It being the same property which was conveyed unto the said Mortgagors by Zella J. Weires, widow, by deed dated the _____ day of January, 1955, and duly recorded among the Land Records of Allegany County.

It is hereby understood and agreed by and between the parties hereto that the Mortgagee shall have the right to keep the improvements on the property herein described insured at all times during the existence of this Mortgage in such company or companies as may be acceptable to the said Mortgagee for an amount adequate, in the discretion of the Mortgagee, to protect any unpaid balance and interest due under this Mortgage, and that all renewals of insurance policies must be in the possession of the Mortgagee at least two weeks prior to the expiration date of the existing policy or policies, and if the Mortgagors fail or refuse to keep said property insured as above provided and to furnish the said Mortgagee with any and all renewals of said insurance policies at least two weeks prior to the expiration date of the existing policy or policies, then the Mortgagee shall have the right to place the insurance immediately in such amount as may be adequate in the Judgment of the Mortgagee and with such company or companies as he, the said Mortgagee, may elect and charge the premiums or premiums therefor against the principal indebtedness due under the Mortgage.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Six Thousand (\$6,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor S may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor S hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S to the person advertising.

AND the said Mortgagor S further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least

Six Thousand (\$6,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and sealS of said Mortgagor S

Attest:

George R. Hughes

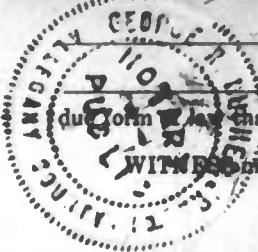
Raymond G. Stewart (SEAL)
Raymond G. Stewart
Wanda Lee M. Stewart (SEAL)
Wanda Lee M. Stewart

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 29 day of January, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Raymond G. Stewart and Wanda Lee M.

Stewart, his wife,

the within named Mortgagor^s, and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig,



the within named Mortgagee, and made oath in
due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESSETH my hand and Notarial Seal the day and year last above written.

George C. Hughes
Notary Public

Mt. Lee City
Feb 1 1955

FILED AND RECORDED FEBRUARY 1st 1955 at 3:45 P.M.

THIS PURCHASE MONEY MORTGAGE, Made this 1st day of February, 1955, by and between Allegany Instrument Company, Incorporated, a corporation duly incorporated under the laws of the State of Maryland, party of the first part, and The Second National Bank of Cumberland, a banking institution duly incorporated under the laws of the United States of America, party of the second part, WITNESSETH:

WHEREAS the said party of the first part stands indebted unto the party of the second part in the full and just sum of Ten Thousand Dollars (\$10,000.00), with interest thereon at the rate of five percentum (5%) per annum, said principal debt and interest to be paid to the party of the second part in monthly installments of \$188.72 each, the first of which installments shall become due and payable on March 1, 1955, and the remaining installments monthly thereafter on the first day of each and every month until such time as said principal debt and interest accrued thereon shall have been fully paid.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) in hand paid, and in order to secure the prompt payment of the said indebtedness at the

maturity thereof, together with the interest thereon, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or assigns, all the following property, to wit:

All that tract of land more particularly described as follows:

BEGINNING for the same at a point standing 363 feet on the first line of the aforementioned tract conveyed by the Wills Mountain Improvement Company to John H. Holzshu, and continuing thence with the remainder of said line (magnetic bearings as of the original deed and with surface measurements), North 53 degrees 50 minutes West 349 feet to a stone marked "X" planted on the first line of the second parcel or tract of ground conveyed by Louise Percy (widow) of James H. Percy to James T. Johnson, by deed dated the 2nd day of October, 1925, and recorded in Liber No. 165, folio 584, one of the Land Records of Allegany County, said point is also stone "X" on the first line of the second parcel of ground conveyed by the Cumberland Improvement Company to Louise Percy by deed dated the 12th day of October, 1895, and recorded in Liber No. 81, folio 181, one of the Land Records of Allegany County, thence with the remainder of said first line, North 18 degrees 45 minutes East 55 feet to a stake and stone pile, it being also the beginning of the first parcel of the aforementioned Louise Percy tract, thence with the first and second lines of said first parcel, North 30 degrees East 300 feet to the Southeast or lower edge of a thirty-foot road which said point stands South 52 degrees 30 minutes West 72 feet from an iron center planted in the center of said road, thence continuing with the lines of tract of ground conveyed by Louise Percy, et vir., to John H. Holzshu, by deed dated the 18th day of April, 1904, and recorded in Liber No. 95, folio 245, one of the Land Records of Allegany County, South 65 degrees 20 minutes West 170 feet, North 38 degrees 15 minutes East 320 feet to a large rock or boulder on the upper side of said road, which said stone or boulder stands South 48 degrees West 86 feet from another iron center planted in the center of said road, and running thence from said rock or boulder, North 54 degrees West 275 feet to intersect the seventh line of the aforementioned tract conveyed by the Cumberland Investment and Improvement Company to Louise Percy, by deed dated the 12th day of October, 1895, and recorded in Liber No. 81, folio 181, one of the Land Records of Allegany County, thence reversing said seventh line.

LAW OFFICES
GUNTER & GLEPPERT

LAW OFFICES

North 5 degrees 30 minutes East 480 feet, more or less, to a point intersecting the ninth line of the aforementioned tract conveyed by the Wills Mountain Improvement Company to John H. Holzshu, by deed dated the 9th day of March, 1903, and recorded in Liber No. 92, folio 442, one of the Land Records of Allegany County, thence with the remainder of said ninth line, North 86 degrees West 138 feet, more or less, thence with part of the tenth line, North 6 degrees East 135 feet, more or less, until it intersects a line drawn South 84 degrees West from a stone gatepost, thence reversing said line and running North 84 degrees East about 100 feet to said stone gatepost, thence with a line of stone wall (new constructed line, magnetic bearings as of October 17th, 1946), North 19 degrees 50 minutes East 466 feet, North 24 degrees 25 minutes East 376.3 feet, North 15 degrees 25 minutes East 347 feet to or near the end of the fifteenth line of the aforementioned tract conveyed by the Wills Mountain Improvement Company to John H. Holzshu, by deed dated the 9th day of March, 1903, and recorded in Liber No. 92, folio 442, one of the Land Records of Allegany County, thence with the sixteenth line of said John H. Holzshu (magnetic bearings as of the deeds) North 43 degrees West 78 feet, more or less, to the end of said line; thence with the seventeenth, eighteenth, nineteenth, twentieth and twenty-first lines of the said John H. Holzshu tract of land, North 62 degrees 45 minutes East 142 feet to the third line of the tract of land conveyed by John S. Hook, et al., heirs of James Hook to Greenbury Hook, by deed dated the 28th day of November, 1849, and recorded in Liber No. 12, folio 569, one of the Land Records of Allegany County; thence also reversing the third line of the Hook tract, South 42 degrees East 1255 feet to the end of the second line of said last named deed, being also to the end of 33 feet on the third line of the tract called "Re-Survey on Enterprise", then reversing the lines of said tract, South 69 degrees West 33 feet, South 9 degrees West 990 feet; thence South 64 degrees 30 minutes East 57 feet to the south side of a driveway now under construction, and 30 feet South of the proposed center line, thence parallel to and 30 feet from the said center line and now using magnetic bearings as of October, 1946, and horizontal measurements instead of surface measurements, South 68 degrees 15 minutes West 190 feet, more or less, to the Northwest side of a proposed fifteen-foot alleyway, thence with said alleyway and parallel to the present Northwest edge of Piedmont Avenue concrete line, South

23 degrees 10 minutes West 105 feet, more or less, thence still parallel to Piedmont Avenue concrete West line, South 29 degrees 20 minutes West 420 feet, more or less, to a stake standing North 60 degrees 40 minutes West 15 feet from the end of the second line of parcel of ground conveyed by the Holzshu Realty Company of Cumberland to Louis E. Powers, et ux., by deed dated the 2nd day of May, 1933, and recorded in Liber No. 169, folio 255, one of the Land Records of Allegany County, and running thence with a line at right angles to the second line, reversed and extended of the parcel of ground conveyed by the Holzshu Realty Company of Cumberland to Erwin B. Sitter, et ux., by deed dated the 1st day of July, 1942, and recorded in Liber No. 194, folio 26, one of the Land Records of Allegany County, on a bearing North 32 degrees 15 minutes West 100 feet, thence parallel to the said second line, South 57 degrees 45 minutes West 470 feet to the beginning, containing 46-3/4 acres, more or less.

ALSO: A certain right-of-way and easement described as follows:

A fifteen-foot right-of-way and easement with rights of ingress and egress running from the 22nd and 23rd lines of the above described property (which lines run South 23 degrees 10 minutes West 105 feet and South 29 degrees 20 minutes West 420 feet) to Piedmont Avenue, the exact location of which is to be selected by the Grantee, for and every purpose which the Grantee, its successors and assigns, desires to use the same including, but not exclusive of, the right to lay and maintain water, gas and sewer lines and mains, the erection of poles and all equipment necessary or proper to erect and maintain electric, telephone and other lines and wires.

Reserving to Holzshu Realty Company of Cumberland, its successors or assigns, the right in perpetuity to use of roadway leading from Piedmont Avenue to property adjoining land hereby conveyed on the North, for the purpose of ingress, egress and regress.

Reserving and excepting, however, from the foregoing description a lot conveyed by Motor Transfer Company of Cumberland, Maryland, a corporation, to Charles W. Wiant, et al., by deed dated the 9th day of August, 1948, and recorded among the Land Records of Allegany County in Liber No. 222, folio 39, reference to which said deed is hereby particularly made.

It being the same property conveyed to the party of the

first part by James A. Perrin, Trustee for the use and benefit of The Second National Bank of Cumberland, Maryland, by deed dated the 1st day of February, 1955, and intended to be recorded among the Land Records of Allegany County, Maryland, together with this mortgage which is given to secure a part of the purchase price thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said party of the first part, its successors or assigns, does and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand Dollars (\$10,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or William H. Geppert, their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to

the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, its successors or assigns.

AND the said party of the first part further covenants to adequately insure forthwith, and pending the existence of this mortgage to keep insured by some insurance company or companies acceptable to the mortgagee, or its assigns, the improvements on the hereby mortgaged land, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, the party of the first part has caused its corporate name to be signed hereto by its President and its corporate seal affixed by its Secretary, all on the day and year first above written.

Attest:

ALLEGANY INSTRUMENT COMPANY,
INCORPORATED

Paul Williams
Paul Williams,
Its Secretary

By Harry Stern
Harry Stern,
Its President

LAW OFFICES
GUNTER & GEPPERT
CUMBERLAND
MARYLAND



STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Harry Stern, President of Allegany Instrument Company, Incorporated, and acknowledged the foregoing mortgage to be the corporate act and deed of said corporation; and at the same time before me also personally appeared Joseph M. Naughton, President of The Second National Bank of Cumberland, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary O. Kelly
Notary Public



*Mortgage Keyser Bank
Feb 2 1955*

FILED AND RECORDED FEBRUARY 2nd 1955 at 8:30 A.M.

This Mortgage, Made this 1st day of February
in the year Nineteen Hundred and Fifty Five, by and between

Curtis D. Wilson and Viola F. Wilson, his wife,

of Garrett County, in the State of Maryland

party of the first part, and the Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,

of Mineral County, in the State of West Virginia

party of the second part, WITNESSETH:

Whereas, the said Curtis D. Wilson and Viola F. Wilson, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Two Thousand Two Hundred Dollars (\$2,200.00), with interest thereon at six per cent (6%) per annum, wherein the said Curtis D. Wilson and Viola F. Wilson, his wife, are the makers and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the payee, payable on demand after date, and until demanded payable in equal monthly installments of Fifty Dollars (\$50.00) per month until principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Curtis D. Wilson and Viola F. Wilson, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

A certain tract, or parcel, of land situate in the Village of McCoolle, in Election District No. 31, of Allegany County, Maryland, and bounded and described as follows:

BEGINNING at a stake located 20 feet from the center of Queen Street, corner to the property of Thomas Nash and running thence, with a line of the Nash lot, N. 48° 30' E. 140 feet to an iron stake

in the Southern boundary line of a 10 foot alley; thence, S. 53° E. 72 feet to an iron stake; thence, S. 48° 5' W. 140 feet to the North boundary line of Queen Street; thence, with said Street line, N. 53° W. 73 feet to the BEGINNING, containing 24/100 of an Acre, and being the same tract, or parcel, of land which was conveyed to the said Curtis D. Wilson and Viola F. Wilson, his wife, as Tenants by the Entireties, by Deed dated February 10th., 1944, from Howard A. Bennett and Maude W. Bennett, his wife, and recorded in the office of the Clerk of the County Court of Allegany County, Maryland, in Liber No. 198, Folio 559, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Curtis D. Wilson and Viola F. Wilson, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its executor, administrator or assigns, the aforesaid sum of Two Thousand Two Hundred Dollars (\$2,200.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Curtis D. Wilson and Viola F. Wilson, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Curtis D. Wilson and Viola F. Wilson, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon his attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-

berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Curtis D. Wilson and Viola F. Wilson, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. its ~~representatives, heirs or assigns.~~

And the said Curtis D. Wilson and Viola F. Wilson, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Two Hundred (\$2,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its ~~heirs or assigns,~~ to the extent of its ~~share~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

F. C. Boor
F. C. Boor

Curtis D. Wilson [SEAL]
Curtis D. Wilson
Viola F. Wilson [SEAL]
Viola F. Wilson

WEST VIRGINIA
State of ~~Virginia~~
MINERAL
Mingo County, to-wit:

I hereby certify. That on this 31 day of January in the year nineteen Hundred and Fifty five, before me, the subscriber, a Notary Public of the State of ~~Virginia~~ West Virginia, in and for said County, personally appeared Curtis D. Wilson and Viola F. Wilson, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Floyd C. Boor, Cashier for the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Francisella Kemper
Notary Public.

My commission expires Dec. 9, 1965

Geo. H. Legge Atty. City
Feb 11 1955

FILED AND RECORDED FEBRUARY 2nd 1955 at 12:50 P.M.

This Mortgage, Made this 1st day of FEBRUARY in the
 year Nineteen Hundred and fifty -five by and between
Charles C. Zembower

_____ of Allegany County, in the State of Maryland, part V of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Thirty-six Hundred & 00/100 - - - - (\$3600.00) - - - - Dollars,
 which said sum the mortgagors agrees to repay in installments with interest thereon from
 the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-eight & 19/100 - - (\$38.19) - - - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagors does give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

All that lot or parcel of land situated on Columbia Street
 in the City of Cumberland, Allegany County, Maryland, being part
 of Lot No. 58 in Gephart's Second Addition to the City of Cumber-
 land, which is more particularly described as follows, to-wit:

Beginning for the same at a stake standing on the northerly
 side of said Columbia Street at the end of the first line of Lot No.
 57 in said addition and running then with Columbia Street South
 60-3/4 degrees East 50 feet to Vine Alley, then with said alley
 North 29-1/4 degrees East 100 feet, then North 60-3/4 degrees West
 50 feet to the second line of said Lot No. 57, and then with part of
 said second line reversed South 29-1/4 degrees West 100 feet to the
 place of beginning.

Being the same property which was conveyed unto Charles
 C. Zembower by deed of Harold E. Naughton, Trustee, dated November
 10, 1950, which is intended to be recorded among the Land Records
 of Allegany County, Maryland, simultaneously with the recording of
 these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January session in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-six Hundred & 00/100 - - - (\$3600.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may

demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Charles C. Zembowar *Charles C. Zembowar* (SEAL)
Charles C. Zembowar

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 1st day of February

in the year nineteen Hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles C. Zembowar, divorced,

the said mortgagors herein and he acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED FEBRUARY 1st 1955 at 3:10 P.M.

This Mortgage, made this 29th day of January, in the
year Nineteen Hundred and fifty-five, by and between

Raymond G. Stewart and Wanda Lee M. Stewart, his wife,

hereinafter called Mortgagor S, which
expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

Lilly P. Stewart,

hereinafter called Mortgagee, which expression shall include her heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Two Thousand (\$2,000.00) Dollars. It is hereby understood and agreed by and between the parties hereto that no payment on this obligation shall be made until after two years from the date hereof. From and after the 29th day of January, 1957, there shall be payments of not less than Twenty (\$20.00) each month made on account of the obligation as herein stated. It being further understood that it is to bear no interest.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor S do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated at the intersection of Weires Avenue and a 30-foot street leading into the adjoining W. D. Clause property in LaVale, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing at the point of intersection of the Northwest side of Weires Avenue and the center of a 30-foot street leading in to the W. D. Clause property, said stake also stands at the end of the first line of the adjoining property conveyed by Zella J. Weires to Carl A. Stottlemeyer, et ux, by deed dated the 16th day of October, 1950, and recorded in Liber No. 231, folio 374, one of the Land Records of Allegany County, and running thence with the second line of the said Stottlemeyer deed corrected for distance, (Magnetic Bearings as of 1923 and Horizontal Measurements), North 48 degrees and 55 minutes West, 139-6/10 feet to an iron stake standing at the end of the first line of the adjoining property conveyed by D. T. Ferguson, et ux to W. D. Clause, et ux, by deed dated the 27th day of July, 1946, and recorded in Liber No. 210, folio 461, one of the Land Records of Allegany County, thence reversing part of the first line of the said Clause deed, North 48 degrees and 45 minutes East, 116-5/100 feet to the end of the second line of the property adjoining conveyed by D. T. Ferguson, et ux, to James H. Schell, et ux, by deed dated the 10th day of January, 1947, and recorded in Liber No. 213, folio 407, one of the Land Records of Allegany County, thence reversing the said second line, South 41 degrees and 15 minutes East 138 feet to the aforementioned Northwest side of Weires Avenue, thence with the said Northwest side of Weires Avenue, South 48 degrees and 45 minutes West 95 feet to the beginning.

RESERVING, HOWEVER, from this conveyance a right-of-way over the aforementioned 30-foot roadway leading from Weires Avenue to the said W. D. Clause residence, said roadway having been built and maintained by the said W. D. Clause. It being understood that anyone regularly using the said 30-foot roadway should share the cost of its maintenance.

It being the same property which was conveyed unto the said Mortgagors by Zella J. Weires, widow, by deed dated the day of January, 1955, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor S shall pay to the said Mortgagee the aforesaid

Two Thousand (\$2,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then

this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, her

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and thlrd, to pay the balance to the said Mortgagor s . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

Two Thousand (\$2,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor s

Attest:

George R. Hughes

Raymond G. Stewart (SEAL)
Raymond G. Stewart
Wanda Lee M. Stewart (SEAL)
Wanda Lee M. Stewart

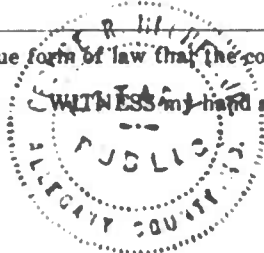
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 29th day of January, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Raymond G. Stewart and Wanda Lee M. Stewart, his wife,

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Lilly P. Stewart

the within named Mortgagee , and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

FILED AND RECORDED FEBRUARY 2nd 1955 at 2:20 P.M.

THIS MORTGAGE, Made this 2nd day of FEBRUARY,

1955, by and between Arthur Lee Marple and Helen G. Marple, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called the Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Twenty Thousand (\$20,000.00) Dollars, as is evidenced by their promissory notes of even date and tenor herewith, both of which said notes are payable ~~one~~ (1) year from date hereof, and bear interest at the rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, in March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on March 31, 1955, and said notes being in the following amount and denominations and being made to The Liberty Trust Company, Trustee, for the following:

The Liberty Trust Company, Trustee for
H. E. Weber Estate \$10,000.00

The Liberty Trust Company, Agent for
Edna I. Hetzel and Ellen H. Hite, surviving Trustees \$10,000.00

Both of said notes and debts secured hereunder shall be pro-rated between the holders of the aforesaid notes according to their pro-rata share in the total indebtedness.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Arthur Lee Marple and Helen G. Marple, his wife, do hereby bargain and sell, give, grant, convey transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors or assigns, the following property, to-wit:

All that piece or parcel of land situated in the City of Cumberland, Allegany County, Maryland, and known as a part of Lot No. 18 of the Gephart Addition to Cumberland and also known as the Spring property and the same being more particularly described as follows:

BEGINNING at a point on North Centre Street, 4 feet from

the property formerly known as F. M. Gramlich's Lot (said property subsequently owned by Joseph Glick) and running thence Southwestward 42 feet and 6 inches, more or less, to Bow Street and thence down Bow Street to North Centre Street 22 feet, more or less, to a point as laid off in a plat of Gehart's Addition to the City of Cumberland, Maryland, then from that point parallel with North Centre Street 25 feet and 6 inches, more or less, to the lot within 2 feet of the F. M. Gramlich Lot. The alley 2 feet wide between said Gramlich Lot and the Lot hereby conveyed to be kept open from North Centre Street to Bow Street.

It is also understood that the Spring to be located within the metes and bounds as described in the line and Spring is to be laid free and clear from all hindrances for the use of the public grove.

It being the same property which was conveyed to said Mortgagors by the Real Estate and Building Company of Cumberland, Maryland, by a deed dated February 14, 1900, and recorded in Liber 27, folio 115, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon and the rights of roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appurtenant.

TO HAVE AND TO HOLD the above described premises to the said Mortgagee, his successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagee, his successors, administrators or assigns, do and shall pay to the said Mortgagee, his successors or assigns, an annual sum of Twenty Dollars (\$20.00) Dollars, together with interest thereon when and as the same becomes due and payable, and if the said Mortgagee and shall perform all the covenants herein contained in and to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that in all default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said Mortgage debt, the interest

thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in Trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Twenty Thousand

(\$20,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and deliver the proceeds thereon with interest as in and to the effect of the

100

Arthur T. Mayle

Thomas L Keech

Helen G. Marple

STATE OF MICHIGAN

CTF:

COUNTY OF ALLEGANY

2nd FEBRUARY

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Notarial Seal the day and year above written.

Geo. A. Siebert
Notary Public

8
Type 508 Eastern Ave
Thru 1 55 City

LIBER 309 PAGE 578

FILED AND RECORDED FEBRUARY 2nd 1955 at 3:10 P.M.

This Mortgage, Made this 29th day of January
in the year Nineteen Hundred and Fifty-five, by and between

William E. Hidey and Jewel B. Hidey, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and Stanley C. Morris and Elizabeth J. Morris,
his wife,

of Allegheny County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted
unto the said parties of the second part in the full and just
sum of One thousand four hundred and two dollars and seventy-six
cents (\$1402.76), which said sum the said parties of the first
part do hereby agree to repay to the said parties of the
second part in consecutive monthly installments of not less
than Fifteen (\$15.00) Dollars, together with interest thereon
at the rate of Five (5%) per cent. per annum, due and payable
monthly, the first of which said installment payments to be
due and payable on the 1st day of March, 1955.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their
heirs and assigns, the following property, to-wit: The following described lots,
pieces or parcels of ground:

FIRST: All that lot, piece or parcels of land situated,
lying and being in Mapleside, in the City of Cumberland, Allegheny
County, Maryland, and known as Lot Number 81 of the lots laid off
by Gleason and McBride, as shown on a Plat in No. 2475 Equity, and
more particularly described as follows:

LOT NO. 81: BEGINNING at a stake at the North East

corner of New Hampshire Avenue (formerly Chestnut Street) which stands South 50 1/3 degrees East 16.7 feet from the beginning of the Hoffman tract and running thence with the East side of New Hampshire Avenue, South 26 3/8 degrees West 206.9 feet, then running at right angles with Oldtown Road (formerly Virginia Street) South 79 degrees 50 minutes East 96.4 feet, then running parallel with Oldtown Road, North 10 degrees 10 minutes East 178 feet to the given line of said Hoffman tract and with it North 52 1/3 degrees West 42.9 feet to the beginning.

SECOND: All that parcel of land located on the Southerly side of Oldtown Road in the City of Cumberland, Allegany County, Maryland, and which is described and bounded as follows:

On the southerly side by the original line of Oldtown Road as defined in a deed to Helen Mary Manthey, et al. recorded in Liber 154, folio 482; on the easterly side by a line drawn in a northerly direction at right angles to the present Southerly line of Oldtown Road as now marked by the Southerly edge of the concrete sidewalk (constructed in 1938), from the end of the third line of the above mentioned deed to Helen Mary Manthey, et al.; on the Northerly prolongation of the Easterly side of New Hampshire Avenue and by a curved line drawn parallel and distant five feet Eastwardly from the back side of the concrete curb leading from the Southerly side of Oldtown Road to the Northerly side of New Hampshire Avenue.

BEING the same property which was conveyed to the said parties of the first part by the said parties of the second part by deed of even date herewith.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of One thousand four

hundred and two dollars and seventy-six cents (\$1402.76).

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

matured or not; and as to the balance, to pay it over to the said.

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said _____ parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

---Fourteen hundred----- Dollars.

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor s.

Attest:

Attest: Elizabeth Philson
Elizabeth Philson

William E. Hideo [SEAL]
William E. Hideo
Jewel B. Hideo [SEAL]
Jewel B. Hideo

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 29th day of January

in the year nineteen Hundred and Fifty -five, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Hidey and Jewel B. Hidey, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared.

Stanley C. Morris and Elizabeth J. Morris, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson
Notary Public

FILED AND RECORDED FEBRUARY 2nd 1955 at 12:50 P.M.

purchase money

This Mortgage, Made this 1st day of FEBRUARY in the
year Nineteen Hundred and fifty - five by and between
Ellis D. Bone and Maxie H. Bone, his wife,

_____ of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand Three Hundred Fifty-five & 00/100 - (\$5355.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty & 97/100 - - - - (\$40.97) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Wills Creek Avenue in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the easterly side of Wills Creek Avenue, said point being the beginning of a lot deeded to Christina Zantopp, dated November 11, 1901, and recorded in Liber No. 91, folio 122, one of the Land Records of Allegany County, Maryland, said beginning point being also the beginning point in a deed to George W. Gommer (or Gormer) and wife from Frederick Seger and wife, dated October 18, 1906, and recorded in Liber No. 100, folio 156, one of the Land Records of Allegany County, Maryland, and running then with Wills Creek Avenue, South 26 3/4 degrees East 25 feet to a stake, then leaving said avenue North 64-1/4 degrees East 133 feet to a point on the sixth line of the property conveyed by Louis M. Wilson, Assignee to the Allegany Building, Loan and Savings Company of Cumberland, Maryland by deed dated November 30, 1935, which is recorded in Liber No. 180, folio 620, one of the Land Records of Allegany County, Maryland, then reversing part of said sixth line North 13 1/2 degrees East 31 1/2 feet,

and then South 64 1/2 degrees West 154 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George P. Manley and M. Regina Manley, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand Three Hundred Fifty-five (\$5355.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under

the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

 Ellis D. Bone [SEAL]
Maxie H. Bone [SEAL]
 Maxie H. Bone

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 1ST day of FEBRUARY

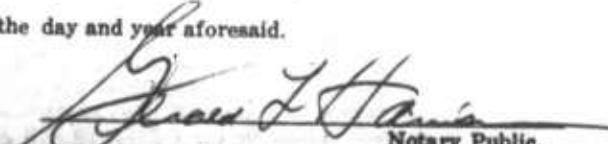
in the year nineteen Hundred and Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ellis D. Bone and Maxie H. Bone, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


 Notary Public.

FILED AND RECORDED FEBRUARY 3rd 1955 at 8:30 A.M.

THIS MORTGAGE, Made this 2nd. day of February, 1955, by and between

Martin G. WILHELM and Rosemary E. WILHELM, his wife,

of Frostburg, Allegany County, in the State of Maryland, Mortgagor, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor are justly indebted unto the Mortgagee in the full and just sum of Seven Hundred and sixty-six - - - - - 50/00 (\$766.50)

which is to be repaid in 24 consecutive monthly installments of \$32.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Frostburg, Allegany County, Maryland, known as

124 Washington Street,

and more fully described in a Deed from Estella Griffith, widow, dated Jan. 2, 1946

recorded among Land Records of Allegany County, Maryland, Liber 206, Folio 681

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor or their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor hereby covenant to pay when legally demandable.

AND, the said Mortgagor further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Douh, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor or their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagors their representatives, heirs or assigns.

WITNESS OUR hand and seal

Martin G. Wilhelm (SEAL)

Martin G. Wilhelm

ATTEST:

Ralph M. Pace

Rosemary E. Wilhelm (SEAL)

Rosemary E. Wilhelm

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 2nd. day of February, 1955, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared Martin G. Wilhelm and Rosemary E. Wilhelm, his wife,

the Mortgagor named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared ROBERTA B. BROWN, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth. /s/ G. Alvin Arelling/

Witness my hand and Notarial Seal.

Ralph M. Pace
Notary Public

Mt. Pleasant, Md.
7-1-55

FILED AND RECORDED FEBRUARY 3rd 1955 at 8:50 A.M.
PURCHASE MONEY

This Mortgage, Made this 24th day of January, 1955.

by and between CHARLES E. POWELL and LIZA N. POWELL, his wife,

of Allegany County, Maryland, parties of the first part, hereinafter called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan of - - - THIRTY-FIVE HUNDRED - - - - - DOLLARS (\$3500.00) being the balance of the purchase money for the property hereinafter described

on his Twenty-six and 12/13ths - - - - - (26-12/13) SHARES of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner following:

By the payment of Thirty-four and 16/100 - - - - -

- - - - - DOLLARS (\$ 34.16), on or before the 24th day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL that lot or parcel of ground lying in Allegany County, Maryland, it being part of Lot No. 7 of Frosts's Fourth Addition to the Town of Frostburg, described as follows:

BEGINNING for the property now intended to be conveyed at an iron peg on the east side of Broadway at the end of the first line of Lot Number Six of said Addition, and running thence with part of the first line of said Lot Number Seven, and with the east side of Broadway, North 49 degrees East 39.4 feet to the south side of an alley 3.9 feet wide; thence with the south side of said alley and parallel with the second line of the whole lot, south 41 degrees East 205 feet to an iron peg on the west side of Taylor Street; thence with the said street, South 40 degrees West 39.4 feet to the division line between said Lot Number Six and said Lot Number Seven, and with said division line, North 41 degrees West 205 feet to the beginning.

IT being the same property which was conveyed by Earl E. Manges, et al, Trustees, to ~~Samuel M. Powell et ux~~ by deed dated *Jan 26th 1955*, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

DOLLARS

($\$$) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in ar-

rears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Fred W. Boettner

Charles E. Powell (SEAL)
CHARLES E. POWELL

Liza N. Powell (SEAL)
LIZA N. POWELL

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24th day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Charles E. Powell and Liza N. Powell, his wife.

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their
respective

act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit.

Witness my hand and Notarial Seal.

Anna J. L. Linsell
Notary Public

See to Leggetts City

FILED AND RECORDED FEBRUARY 3rd 1955 at 10:20 A.M.

This Mortgage. Made this 2ND day of FEBRUARY in the year Nineteen Hundred and fifty -five by and between

Robert Burkett and Gladys W. Burkett, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand & 00/100 - - - - - (\$8000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Eighty & 00/100 - - - - - (\$80.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

Part of Lot No. 29 as shown on the map of Edgewood Park Addition to Cumberland, Maryland, and recorded in Plat Box No. 106, which said Lot No. 29 is more particularly described as follows, to-wit:

Beginning for the same at the intersection of the northerly side of Elmwood Lane with the easterly side of Piedmont Avenue and running then with the easterly side of Piedmont Avenue North 25 degrees 42 minutes East 75 feet; then South 64 degrees 18 minutes East 40 feet; then South 25 degrees 42 minutes West 75 feet to the northerly side of Elmwood Lane; and with the northerly side of Elmwood Lane North 64 degrees 18 minutes West 40 feet to the place of beginning.

Being the same property which was conveyed by Edgewood Park Development Company, Inc., a corporation, unto the said Robert Burkett and Gladys W. Burkett, his wife, by deed dated November 2, 1939, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 185, folio 81.



"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand & 00/100 - - - - (\$8000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the

mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George L. Harvin

Robert Burkett [SEAL]
Robert Burkett

Gladys W. Burkett [SEAL]
Gladys W. Burkett

Gladys Burkett [SEAL]
Gladys Burkett

State of Maryland,

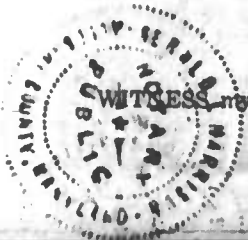
Allegany County, to-wit:

I hereby certify, That on this 2ND day of FEBRUARY

in the year nineteen Hundred and Fifty-five, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert Burkett and Gladys W. Burkett, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Harvin
Notary Public.

Notary Public City of Baltimore

FILED AND RECORDED FEBRUARY 3rd 1955 at 12:55 P.M.
PURCHASE MONEY

This Mortgage, Made this 1st day of February,
in the year Nineteen Hundred and Fifty -Five, by and between

Lazarus, Incorporated, a corporation,

of Allegany County, in the State of Maryland
party of the first part, and

M. Agnes Dyche and William B. Dyche, her husband,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said party of the first part stands indebted unto the said M. Agnes Dyche and William B. Dyche, her husband, in the full and just sum of Eight Thousand (\$8,000.00) Dollars, which said sum together with interest thereon at the rate of five (5%) per centum per annum, payable semi-annually, the party of the first part agrees to pay when and as the same becomes due and payable. The aforesaid principal sum shall be paid at the rate of not less than One Thousand (\$1,000.00) Dollars annually accounting from the date of this mortgage, with the right and privilege in and to the party of the first part to anticipate the payment of any amount or amounts on account of said principal sum at any interest payment period.

This is a purchase money mortgage given to secure in part the purchase money for the property hereinafter described.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Lazarus, Incorporated, a corporation,
do es give, grant, bargain and sell, convey, release and confirm unto the said

M. Agnes Dyche and William B. Dyche, her husband,
heirs and assigns, the following property, to-wit:

All that lot or parcel of ground located on the East side of South Mechanic Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows:

BEGINNING at the end of twenty-six feet from the Northwest corner of a brick house belonging to John G. Hoffman (as of May 17, 1941), and running thence with Mechanic Street, North 28 degrees West 18 feet, thence North 64 degrees East 34 feet, thence North 70

degrees East to the center of the Mill Race, thence in a Southwardly course with the center of the said Race until it intersects the second of two lines drawn from the aforesaid place of beginning, which is at the end of 26 feet from the Northwest corner of said house, North 64 degrees East 34 feet, North 70 degrees East to the center of said Mill Race, and thence with said lines reversed to the place of beginning. The same being Nos. 14 and 16 South Mechanic Street.

BEING the same property conveyed to Lazarus, Incorporated, a corporation, by M. Agnes Dyche and William B. Dyche, her husband, by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, at the time of recordation of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its
successors ~~heirs, executors, administrators or assigns~~ or assigns, do and shall pay to the said
M. Agnes Dyche and William B. Dyche, her husband, their
 executor, administrator or assigns, the aforesaid sum of

Eight Thousand (\$8,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
party of the first part

may hold and possess the aforesaid property, upon paying in
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

M. Agnes Dyche and William B. Dyche, her husband

heirs, executors, administrators and assigns, or Harold M. Naughton
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, its successors ~~heir~~ or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagor 123 representatives, heirs or assigns.

And the said _____ party of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand (\$8,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee S, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Widows XXXXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX

IN WITNESS WHEREOF, Lazarus, Incorporated, a corporation,
has caused this deed to be signed by its president and its
corporate seal to be hereunto annexed, duly attested by SPAL
its secretary, the day and year first above written.

[SEAL.]

LAZARUS, INCORPORATED

By Man K. Kozarus [SEAL]
President

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of February, in the year nineteen Hundred and Fifty -Five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Marcus L. Lazarus, Sr., President of Lazarus, Incorporated,
a corporation,
and he acknowledged the foregoing mortgage to be the act and deed of said
~~act and deed~~ corporation;
and at the same time before me also personally appeared

M. Agnes Dyche and William B. Dyche, her husband,
the within named mortgagor~~es~~ and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Done Rita Lessor
Notary Public.

Mtge. City
Feb 11

LIBER 309 PAGE 594

FILED AND RECORDED FEBRUARY 4th 1955 at 9:30 A.M.

THIS MORTGAGE, Made this 2nd day of February, 1955, by and between Mary E. Henderson, unmarried, of the first part, sometimes hereinafter called the Mortgagor, and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto the Mortgagee in the full and just sum of Ten Hundred Fifty (\$1050.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Six per centum (6%) per annum, said interest being payable in quarterly installments as it accrues at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31 of each year, the first pro-rata quarterly interest on said note to be payable on the 31st day of March, 1955.

NOW, THEREFORE, in consideration of the premises, and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mary E. Henderson, unmarried, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee for Bess R. Buchanan U/T/A dated July 11, 1949, its successors or assigns, the following property, to-wit:

All that lot or parcel of land known and designated as Lot No. 3, Block No. 9 in Potomac Park Addition, situated on or near River Road (now called McMullen Boulevard) three miles Westward of the City of Cumberland, in Allegany County, Maryland, which said lot hereby intended to be conveyed is more particularly described as follows, to-wit:

BEGINNING at a point on the Northerly side of Avenue D, at the end of the first line of Lot No. 2, and running thence with said Avenue D by a curve to the left of 4 degrees 07 minutes 29 seconds for a chord distance of 45 feet, thence with part of the radius of said curve, North 21 degrees 03 minutes 06 seconds West 120 feet to a 20-foot alley, and with it, by a curve to the right of 4 degrees 30 minutes 54 seconds for a chord distance of 41.1 feet to the end of the second line of said Lot No. 2, and thence reversing said second line, South 19 degrees 11 minutes 44 seconds East 120 feet to the place of beginning.



It being the same property which was conveyed unto the said Mortgagor by The Cumberland Industrial Corporation, et al, by deed dated the 17th day of May, 1939, and recorded in Liber No. 183, folio 635, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple, forever.

PROVIDED, that if the said Mortgagor, her heirs, executors, administrators or assigns, does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Ten Hundred Fifty (\$1050.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagor, shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said Mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be

made in trust, and the said The Liberty Trust Company, its successors, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this Mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, her heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Ten Hundred Fifty (\$1050.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hand and seal of the said Mortgagor the day and year above written.

WITNESS:

Mary E. Henderson (SEAL)
Mary E. Henderson

Emorgan Smith

STATE OF MARYLAND

TO WIT:

COUNTY OF ALLEGANY

I HEREBY CERTIFY, That on this 2nd day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Mary E. Henderson, unmarried, and she acknowledged the foregoing Mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of the Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



James M. Dorley
Notary Public

FILED AND RECORDED FEBRUARY 4th 1955 at 9:40 A.M.

This Mortgage, Made this 19th day of January
in the year Nineteen Hundred and Fifty-five, by and between
Paul L. Hansell and Mary L. Hansell, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and C. Glenn Watson

of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Two Thousand Three Hundred (\$2,300.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Sixty-five (\$65.00) Dollars, the first of which said monthly payments shall be paid one month from the date hereof and monthly thereafter on the same day of each succeeding month until the aforesaid principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul L. Hansell and Mary L. Hansell, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
C. Glenn Watson, his

heirs and assigns, the following property, to-wit:

PARCEL NO. ONE: ALL those two lots or parcels of ground situate on the east side of Homer Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 46 and 47 in an Addition called "Wilsonian."

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 27th day of November, 1950, from Ressie J. McDonald and Buford J. McDonald, her husband, to Paul L. Hansell and Mary L. Hansell, his wife, and which said deed is recorded in Liber No. 232, folio 100, one of the Land Records of Allegany County, Maryland.

PARCEL NO. TWO: ALL that lot, piece, or parcel of land situate on the east side of Homer Street, in the City of Cumberland, Allegany County, and State of Maryland, being in Election District 4 and

known and designated as a part of Lot No. 45, in an Addition called "Wilsonian," and which said parcel of land is more particularly described as follows:

BEGINNING for said parcel of land at the end of the first line and the beginning of the second line of the whole parcel of which this is a part, said point of beginning being the end of the division line between Lots 45 and 46 of the aforesaid Addition; and running thence with said division line between Lots Nos. 45 and 46 and with the second line of the whole parcel of which this is a part, South 76 degrees 25 minutes East 100 feet to Bird Alley, being an alley 15 feet wide; thence with said alley and a part of the second line of the whole parcel of which this is a part, North 13 degrees 35 minutes East 10 feet to a stake; thence constructing a new line over and across said Lot No. 45, North 76 degrees 25 minutes West 100 feet to a stake standing in the first line of the whole parcel; thence with the remainder of said first line, South 13 degrees 35 minutes West 10 feet to the point of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, from Lloyd C. Garlitz, et al, Trustees in office for The Homer Street Apostolic Church in Jesus to said Paul L. Hansell and Mary Louise Hansell, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage; a specific reference to the aforesaid two deeds is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul L. Hansell and Mary L. Hansell, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said C. Glenn Watson, his executors, administrators or assigns, the aforesaid sum of _____

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Paul L. Hansell and Mary L. Hansell, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Paul L. Hansell and Mary L. Hansell, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said C. Glenn Watson, his

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Frank~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

C. Glenn Watson, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee, their representatives, heirs or assigns.

And the said Paul L. Hansell and Mary L. Hansell, his wife,

do hereby further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~benefit~~ benefit lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the husband and wife of said mortgagee at:

Attest:

Earl E. Mangle Paul L. Hansell [SEAL]
Earl E. Mangle Mary L. Hansell [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 19th day of January

in the year nineteen Hundred and Fifty five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul L. Hansell and Mary L. Hansell, his wife,

and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared

C. Glenn Watson,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Mangle
 Notary Public.

C. Glenn Watson, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Paul L. Hansell and Mary L. Hansell, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~XXXXXXXXXXXXXXXXXXXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor is:

Attest:

Earl E. Mangle Paul L. Hansell [SEAL]
Earl E. Mangle Mary L. Hansell [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 19th day of January in the year nineteen Hundred and Fifty-five before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Paul L. Hansell and Mary L. Hansell, his wife, and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared C. Glenn Watson,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Mangle
Notary Public